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Chapter 1 - General Provisions

1.1 Purpose

Contract Management and Program Monitoring implementation guidelines provide a guide for conducting contract monitoring and management activities for the Department of Juvenile Justice (DJJ). They encompass both the administrative and programmatic standards expected to be met by the Department’s providers according to the contract and its attachments, Florida Statutes (F.S.), Florida Administrative Code (F.A.C.), federal regulations and departmental policy and manuals.

1.2 Authority

Authority ss. 287, 215.97, 985.01; s. 20.1955.03; Chapter 60A-1, Florida Administrative Code.

1.3 Philosophy

Pursuant to FDJJ 2000, it is the policy of DJJ that each program office area shall have procedures for contract management and monitoring. Contract management and monitoring procedures shall ensure that contractual services are delivered in accordance with the terms and conditions of the contract prior to processing invoices for payment and shall ensure that quality services are provided, that Departmental standards are maintained and that Departmental rules and policies are followed.

1.4 Purpose and Overview

Contract monitoring provides the Department with the information necessary to assess the fiscal and programmatic accountability of its Providers. Contract Managers and Program Monitors conduct on and off-site monitoring at all programs to ensure contract compliance with Florida Statutes, Rules of the Florida Administrative Code, departmental policies and procedures, and contract terms and conditions. These site visits may be announced or unannounced, and may be conducted during nontraditional hours where applicable.

Contract Management and Program Monitoring are crucial to the success of contract operations and to protecting the interests of the Department of Juvenile Justice. Contract Managers and Program Monitors are in a position to provide continuous feedback to both the Provider and the Department in the interest of quality services and operation of programs. Monitoring reports establish the basis for the decisions to renew or not renew contracts or for imposing financial sanctions. These reports often provide the primary justification to support appropriate action by the Department.

The Contract Manager and Program Monitor serve as the liaisons for the program to other areas within the Department and with other stakeholders. The Contract
Manager and Program Monitor are two of the primary points of contact for the Department when issues arise, information is needed or best practices are highlighted. The Contract Manager and Program Monitor develop relationships, and utilize coaching and leadership skills with each of their programs. They address a multitude of areas on a daily basis. To summarize a Program Monitor’s activities is difficult, but can be described as: never being the same any two days of the week, having a focus of being preventative and responsive (as opposed to reactive) as much as possible, using critical thinking skills and having the mission of improving our programs to meet the needs of our youth in the most efficient, cost effective manner possible with an emphasis on quality.

The Contract Manager and the Program Monitor are both responsible for participating in the annual Quality Assurance Review. In addition, the Program Monitor is responsible for following up on deficiencies or concerns identified through trend analysis, administrative/program reviews, parent complaints and Quality Assurance reviews.

Contract Management and Program Monitoring include administrative and programmatic monitoring, which includes all aspects of contract administration and program performance based on contractually required terms and conditions and services/deliverables. Specifics regarding administrative and programmatic monitoring can be located in Chapter 5 of these guidelines. The Provider contract is the reference point and drives all Contract Management and Program Monitoring activities and responsibilities.

1.5 Core Functions of the Department

A. Prevention & Victim Services

The Florida Department of Juvenile Justice provides delinquency prevention services through the Office of Prevention and Victim Services. Delinquency prevention programs are designed to address specific problems and provide interventions for at-risk youth and their families in order to reduce juvenile crime and protect public safety. Prevention programs target at-risk juveniles and those who exhibit problem behaviors such as ungovernability, truancy, running away from home and other pre-delinquent behaviors. The Department addresses these problems by contracting for delinquency prevention services and awarding grants to local providers throughout the state.

B. Detention

Youth under age 18 arrested by law enforcement are assessed immediately by the Florida Department of Juvenile Justice to determine if they should be detained under lock and key to protect the public. Detention screening is performed at Juvenile Assessment Centers or by juvenile probation staff using a standardized Detention Risk Assessment Instrument. Juvenile detention in Florida is a short-term temporary program. Juvenile offenders who require long-term sanctions and rehabilitation are placed into non-residential or residential correctional programs.
Two types of detention are available: Secure Detention and Home Detention:

- Youth placed in Secure Detention have been assessed as risks to public safety and must remain in a physically secure detention center while awaiting court proceedings. They appear before the court within 24 hours of placement, at which time the juvenile judge decides whether there is a need for continued detention. Generally there is a 21-day limit to Secure Detention, but those charged with serious offenses can be held up to 30 days. Serious juvenile offenders also can be held in secure detention while awaiting placement in a residential facility.

- Youth on home detention status are released to their parent(s) / guardian(s). Both youth and parents sign a Home Detention agreement. This agreement stipulates the conditions of home detention which the youth is to follow, i.e., mandatory school attendance and curfew.

The Department operates 25 juvenile detention centers in 24 counties with a total of 2007 beds (December 2009). The detention centers provide custody, supervision, education and mental health/substance abuse services to juveniles statewide. Juvenile Detention Officers receive specialized training and certification.

Detention Services also coordinates the statewide offender transportation system (STOP), which moves youth between detention centers for court appearances and placement purposes.

C. Probation and Community Intervention

Probation and Community Intervention implements the Department’s mission by fostering safe neighborhoods and working in partnership with communities and their public and private organizations. Services provided focus on sanctions and rehabilitation to make amends to the victim and the community and increase youth and family competencies where the youth, parent/family, victim and community are all active participants. Services also include conditional release programs, which are community supervision programs for youth released from residential commitment programs, and diversion services, which are low cost programs to administer sanctions and treatment to keep these early offenders out of the judicial system.

1) Conditional Release Programs

Conditional Release programs serve committed youth being released from residential facilities back into their home communities to ensure successful transition. Services provided include supervision and linkages to community services in order to meet treatment goals and/or sanctions. Three practices key to a successful transition include: consistent treatment approaches between the residential facility staff and conditional release staff, consistent service plan bridging from the residential facility to the community, and
having the Conditional Release case manager(s) coordinate and provide services to youth and the family.

2) Day Treatment Programs

Day Treatment programs are minimum-risk, non-residential programs that are provided to committed youth (conditional release and Level 2 status) and probation youth. Day Treatment programs provide supervision, education and counseling 5 days per week and allow the youth to remain at home.

3) Juvenile Assessment Centers

Juvenile Assessment Centers (JAC) house the central intake units for screening youth as they enter the juvenile justice system. 985.209 F.S. establishes juvenile assessment centers and requires an interagency agreement with local organizations to maximize effective service provision. The Department funds the administration of the facility and screening services – non-detainable and detention screening. Services at a juvenile assessment center include intake screening utilizing the Preliminary Positive Achievement Change Tool (PACT) assessment, Detention screening utilizing the Detention Risk Assessment Instrument (DRAI), substance abuse screening, physical and mental health screening and in some JACs, truancy services.

4) Intensive Delinquency Diversion Services

Diversion programs are non-judicial alternative intervention programs that direct youth away from coming into the juvenile justice system. Intensive Delinquency Diversion Services (IDDS) programs are diversion options to formal court involvement and supervision, to serve those youth who are determined to be at the most risk of re-offending based on assessment and the pre-eligibility criteria identifying issues with school behaviors and performance problems, family concerns, substance abuse, pre-delinquent behaviors, and who are less than 16 years of age at the time of the offense. With an average length of stay of 5 to 7 months, IDDS provides intensive case management to those youth and their families.

5) Juvenile Alternative Sanctions Programs

Juvenile Alternative Sanctions Program (JASP), which is located in Miami Dade County is another example of a diversion program. JASP is based on a case management model that combines sanctions and services that addresses the needs of the youth, family and victim. Sanctions may include community supervision, community service hours, and restitution payment to victims, urinalysis monitoring and volunteer services. Services may include victim mediation and awareness, counseling, teen pregnancy prevention, parent education, law and educational programs, crisis intervention, anger management classes and follow up services.
There are other types of diversion programs in certain circuits.

Mental Health services are another contracted service through Probation and Community Intervention. Contracts provide for individual, group and family counseling, sex offender services, and comprehensive evaluations. These in-depth evaluations determine the youth’s level of functioning and treatment needs for commitment purposes and provide information in five domains: vocational, academic, medical, mental health and substance abuse.

D. Residential Services

Residential Services provides a continuum of care for youth committed to the care and custody of the Department, beginning with commitment management services through placement within residential commitment programs. Commitment management includes the development, maintenance and management of a juvenile commitment management and classification placement system. The commitment management system is designed to place youth in the most appropriate program to meet the youth’s needs and to promote public safety.

For youth being considered for commitment to the Department for juvenile or adult court, the Juvenile Probation Officer participates in a pre-conference review with their supervisor to determine commitment level. If the recommended commitment level is other than minimum risk, the Juvenile Probation Officer schedules a commitment conference. Commitment Managers conduct the multidisciplinary commitment conference for all offenders considered for commitment in risk levels other than minimum risk. This commitment conference establishes the Department’s recommendation for court disposition in each case presented. This recommendation is based on input from conference participants and the Comprehensive Evaluation. Primary consideration for a commitment recommendation is public safety and meeting the individual treatment needs of the youth and to ensure no other options are viable at a less restrictive level to reduce or eliminate the youth’s threat to public safety. Once the court has ordered the youth to a specific restrictiveness level, it is the responsibility of the Department to determine the most appropriate placement available within that restrictiveness level.

Consistent with s. 985.03(46), F.S., the Department’s residential commitment programs are grouped into five custody classifications based on the assessed risk to public safety. The restrictiveness levels of placement represent increasing restriction on youths’ movement, freedom and access to the community. The least restrictive level, minimum-risk, is non-residential and falls under the jurisdiction of Probation and Community Intervention rather than Residential Services. Residential facilities range from low to maximum risk and consist of wilderness and marine camps to halfway houses, youth development centers, sex-offender programs and maximum-security correctional facilities. Florida has over 4300 operational residential beds for juvenile offenders with approximately 97% of those providing special needs services.
The Department provides mental health, substance abuse and sex offender treatment to juvenile offenders who have been identified as in need of these specialized services.

Unlike the adult correctional system, youth served in DJJ residential programs must receive educational and vocational services. Youth are committed to these programs for an indeterminate length of time. They must complete an individually designed performance plan, based on their rehabilitative needs, as one of the requirements for release.

Private providers operate most of the residential facilities for youth in Florida under contracts with the Department. The providers are monitored by Contract Managers and Program Monitors as determined by the Risk Assessment and are evaluated annually through the Department’s Quality Assurance program.

1) Residential Services Contract Development and Planning Unit

Responsible for program planning and the development of the scopes of services that are included as exhibits to the contract, the unit develops business cases, drafts and coordinates CIM’s for submittal to contract administration, trains evaluators for RFP evaluation and performs evaluation of past performance for procurements. It coordinates and facilitates renewal and post award conference calls, provides technical assistance with contract issues including information in RSMS and coordinates ongoing training. The unit facilitates weekly startup or transition calls for new programs. The unit serves as a liaison between regional field staff and headquarters (Facility Services, Finance and Accounting, General Counsel, Budget) on contract issues and policy and procedure development, and also conducts management reviews of the implementation of monitoring activities.

2) Classification and Placement/Commitment Managers

The primary purpose of commitment management is to ensure every youth is only recommended for commitment when there is clear and convincing evidence that the youth poses a danger to public safety that cannot be reduced or eliminated through less restrictive means such as prevention services or community based supervision. For those youth for whom commitment is recommended, commitment management staff must:

- Recommend to the Court the most appropriate restrictiveness level based on public safety and treatment needs.
- Ensure appropriate placement of committed youth in a timely manner.

To ensure these objectives are met, commitment management staff:

- Conduct multi-disciplinary commitment conferences.
- Enter and maintain data integrity in the Bed Management Information System. Each program is assigned to a commitment manager who is responsible for ensuring that program information in JJIS is accurate and up-to-date.
• Conduct transfer staffings for youth in residential programs and community based conditional release supervision to appropriately administer the youth’s commitment to meet public safety and treatment needs. The Program Monitor will confer with commitment management staff when monitoring length of stays and transfer requests.

• Provide technical assistance, training and also act as a liaison to the judicial continuum and other branches within the Department.

3) Headquarters Classification and Placement Administration

Central Placement provided a crucial role in the development of the Bed Management component of the Juvenile Justice Information System, which is the essential component used in the management and data collection of the residential placement continuum. The unit continues to assist in training, requesting system enhancements and providing technical assistance to commitment staff and the Department. As new programs are contracted and become operational, Central Placement works in conjunction with Contract Administration to obtain the vital information that must be entered in the Bed Management System.

Central Placement staff sends the New or Updated Commitment Program Request Form to the Chief of Commitment Management for the region that the program will be located in, requesting the information necessary to enable commitment staff to determine placement options on a statewide basis. Typically, this request will be forwarded to the commitment manager who is responsible for ensuring that program information in JJIS is accurate and up-to-date. The completed form is then returned to Central Placement, and the information is entered.

The Program Monitors should review the information being entered into JJIS that is used by commitment staff to ensure that it has updated and complete information. Updated information should be sent to the Chief of Commitment Management for routing to Central Placement. This is a different exercise than ensuring that the program information is updated out on the Department’s website. The website information is used by parents, stakeholders, etc. to learn more about our residential programs. Updates to website information are submitted to the headquarters staff responsible for maintaining the website.

1.6 Support Services to Core Functions within the Department

A. Office of Inspector General

The Office of Inspector General provides independent and professional auditing, investigative, management advisory and background screening services for the Florida Department of Juvenile Justice. The OIG provides a central point for coordination of and responsibility for programs and activities that promote accountability, integrity, and efficiency in government. The duties, function and
activities of Office of Inspector General are prescribed pursuant to Section 20.055, Florida Statutes.

1) Central Communications Center

Within the Office of Inspector General is the Central Communications Center, which was established in 2004 to provide a twenty-four hours a day, seven days a week call center to receive reports of incidents involving youth and Department/Provider staff. Information is entered into a module of the Juvenile Justice Information System (JJIS) to track incidents and outcomes of reviews and investigations conducted either by program or Department staff.

B. Office of Administrative Services

The Office of Administrative Services is responsible for providing a wide array of services to department staff and agencies doing business with the Department of Juvenile Justice. These services or functions include: financial (payment of services received and deposit of revenues received); general services (which includes facility services charged with oversight of construction and repair of facilities, purchasing and leasing, property management, telecommunications and other support services); computer information systems; and personnel. Florida Statute 20.316(2)(e) establishes the Office of Administrative Services and gives the Secretary of the Department the authority to establish the director position. Florida Statute 20.316(1)(c) requires that the Secretary shall provide for program research, development and planning; staffing and workload standards; coordination of staff development and training; development of budget and resource allocation methodologies and strategies; and establishment of program policies and rules. In addition, Florida Statute 20.316(4) establishes the development, in consultation with the Criminal and Juvenile Justice Information Systems Council under s. 943.08, of a juvenile justice information system that shall provide information concerning the department’s activities and programs.

Bureaus under the supervision of the Director of Administrative Services are responsible for carrying out the above activities, with the Director having signatory responsibility over work products of those bureaus.

1) Bureau of Budget

Responsible for the coordination and final preparation of the Department’s Legislative Budget Request; provides support for the Long Range Program Plan; approved operating budget, spending projections, interim adjustments and monitoring of salary rate. In addition the Bureau of Budget is also responsible for cash management - balancing the trust funds, creating organizational coding and all federal reporting requirements. The Contract
Manager works with the Contract Development Unit liaison on addressing any budget issues.

2) Bureau of Finance and Accounting

Responsible for vendor invoice auditing/payment, (commodities and services, contracts, grants, fixed capital outlay, leases, employee and client travel); Welfare and Client Trust Fund management, Cash Receipts Processing, Purchase Card Program (administration, payment, reconciliation, training), Cost of Care Recovery, and Financial Management Reports.

The bureau maintains a monthly invoicing ledger for each program facility. Contract Managers are responsible for ensuring that their spreadsheet for monthly invoicing reconciles with the DJJ Finance and Accounting spreadsheet for each facility program for which they are responsible.

3) Bureau of General Services

The Bureau of General Services provides a variety of support services to the Department. They include:

a. Facility Services
Manage the design and construction of Fixed Capital Outlay (FCO) projects; Responsible for the repair and maintenance of all FDJJ facilities and assist with ongoing maintenance issues to all Agency-owned buildings; Manage statewide emergency construction work for initial and permanent stages of disaster recovery for all Agency-owned structures; Manage Agency's Guaranteed Energy Savings Program (ESCO) and undertake all aspects of energy performance contracting; Manage the design and construction of all non-FCO funded projects for the Agency; Oversee facility conformance to State Fire Marshall regulations and ensure conformance to DEP regulations for all facilities including permitting.

b. Purchasing, Leasing and Land Acquisition
Responsible for the procurement of all DJJ commodity and contractual services not related to services providers, including information technology; Manage all purchasing, leasing and land acquisition policies and directives; Monitor all Purchasing Card purchases for compliance; Assist in meeting DJJ One Florida goals - (Accountability for adherence to plan goals. Participate in all Minority Business Tradeshows statewide.); Conduct annual procurement training for MFMP users; Manage private sector / public sector leases - (lease negotiations, space planning and build-out, tenant / landlord.); Responsible for land acquisition (generally through subleases with the Board of Trustees of the internal Improvement Trust Fund, State of Florida), land
management, and working with other entities regarding regulatory and zoning issues.

c. Support Services
Provide administrative and logistical support for property management (OCO property control, contract termination support for property), vehicle fleet, insurance (coverage for buildings and vehicles), telecommunications, courier services, staff identification, and records management statewide (retention schedules, review and approval request for records destruction, assist with public records requests and serves as Liaison to the Department of State).

C. Office of Program Accountability
The Office of Program Accountability (OPA) was created in July 2006. It emphasizes the Department's commitment to ensuring programs operated or contracted by the Department effectively provide for the safety, well-being, and treatment of youth under the state's care. Bureaus within the OPA are Quality Assurance, Research and Planning, Programming and Technical Assistance and the Office of Administrative Reviews.

1) Bureau of Quality Assurance
The Florida Legislature established the Quality Assurance system in 1994 as part of the Juvenile Justice Reform Act. The Bureau of Quality Assurance conducts annual on-site performance evaluations of all juvenile justice programs and services. Program evaluation is based on:
- level of performance and quality;
- intermediate and long-term concerns;
- cost

Contract Managers and Program Monitors participate in these annual reviews as members of the QA review team. The Program Monitor then monitors and follows up concerning corrective action(s) necessitated by program deficiencies uncovered by the Quality Assurance Review. This is discussed in detail in Chapter 6.

2) Bureau of Research and Data
The Bureau of Research and Data coordinates the evaluation of program outcome measures, and data integrity efforts.

3) Programming and Technical Assistance Unit
The Programming and Technical Assistance unit provides a systematic means for continual improvement of prevention, detention, probation and residential delinquency programs. The unit focuses on the implementation and fidelity of evidence-based practices and effective behavior management
strategies which have been proven to reduce recidivism, decrease risk factors, increase protective factors/strengths, decrease staff turnover, and decrease the number of incidents involving youth served by all four program areas of the Department. Program Monitors can request technical assistance from this unit to strengthen the delivery of evidence-based practices in our programs.

4) Office of Administrative Reviews

The Office of Administrative Reviews (OAR) was created to conduct all Administrative Reviews and became operational on October 1, 2007. This unit has specialized staff that have received intensive training from the OIG in the CCC system, investigations, and legal issues.

The OAR reviews each CCC report on a daily basis, coordinating with DCF, the OIG and Headquarters staff to make assignments for 10-day follow up assessments, program reviews/administrative reviews or requests to have the OIG conduct a formal investigation.

Program Monitors will conduct follow up on any areas identified as deficiencies by the Office of Administrative Reviews.

D. Office of Health Services

The Office of Health Services was created in 2005 to assure that the medical, mental health, and substance abuse services provided to the youth in the Department’s care are of the highest quality. The Office of Health Services is responsible for reviewing/developing the health and mental health/substance abuse portions of the scopes of services during the development of RFPs and contract renewals and amendments. They also provide technical assistance with the delivery of mental health/substance abuse or health services in our programs and review any outcome based corrective action plans prior to their acceptance by the Department.

E. General Counsel

The Office of General Counsel provides legal services to the Florida Department of Juvenile Justice. Attorneys in the Office of General Counsel represent the Department in contract negotiations, CINS/FINS cases, delinquency proceedings, garnishments and other litigation. The General Counsel serves as advisor to policy-makers by providing guidance on applicable Florida Statutes and proposed legislation and apprising the Secretary and Executive Management Team of legal issues. The Office of General Counsel has hosted a Judicial Education Conference to provide training to judges who are new to the juvenile bench. Juvenile Court judges and other juvenile justice stakeholders are kept informed about important appellate court decisions.
affecting juvenile justice through the General Counsel’s monthly newsletter and its on-line Juvenile Justice Case Law Locator.

1) Contract Administration

The Office of Contract Administration is responsible for contract development and procurement including the posting of RFPs, facilitation of evaluation and ranking of RFP responses and assisting Department staff with sole source, emergency and other competitive procurement processes. Contract Administration develops Provider contracts that are the basis of services. Contract Managers and Program Monitors are responsible for ensuring that these deliverables are received.

1.7 Departmental Ethics

Chapter 112, Part III, F.S. prohibits employees from soliciting or accepting anything of value that would cause them to be influenced in the discharge of their responsibilities. Pursuant to FDJJ 1900, Employee Code of Ethics FDJJ 1002-07, Dual Employment; and Section 112.3215(6)(a), F.S., no Department official, member, or employee required to file full or limited public disclosure of his or her financial interests shall knowingly accept, directly or indirectly, any payment, distribution, loan, advance, reimbursement, deposit, or anything of value from a lobbyist or principal made for the purpose of lobbying. If an employee’s immediate relative is a lobbyist, that employee shall not participate in any discussions, meetings, or other interactions with the relative which might result in any work-related decision leading to a loss or gain to any of the relative’s clients.

Pursuant to Florida Statutes and Florida Administrative Code Rules, all employees are required to disclose potential or actual relationships with individuals, partnerships, corporations, and other entities doing business with or subject to regulation by the Department.

Employees should avoid any conduct, whether it is undertaken for business, social, or financial reasons that creates an appearance of impropriety and/or might undermine the public trust. In addition, as provided in Chapter 112 of the Florida Statutes and the State of Florida Employee Handbook, an employee shall not engage in any business transaction or professional activity, or have any financial interest or obligation, that is in substantial conflict with his or her duties as an employee with the Department and shall refrain from using Department resources, property, or personnel for financial or personal gain other than employer-provided salaried compensation and benefits.

Employees are prohibited from using or attempting to use their positions or circumstances of their employment with the Department and from disclosing or using information not available to the public and obtained by reason of their employment with the Department in order to obtain a special privilege for themselves or others.
Employees, whether acting as a purchasing agent or in their official departmental capacity, are prohibited from purchasing, leasing, or renting any goods, realty, or services for the Department from a business or entity in which the employee and/or the employee’s spouse or child own(s) more than a five percent (5%) interest or serve(s) as an officer or director, nor shall employees procure contractual services for the Department, either directly or indirectly, from such a business or entity.

Employees may not hold any employment or contractual relationship with any business entity or agency regulated or doing business with the Department or which otherwise may impede their ability to fully and faithfully discharge their public duties.

Employees exercising regulatory responsibility as defined by Rule 60L-36.003 of the Florida Administrative Code must report within five days: 1) if the employee holds himself or herself out, verbally or in writing, as available for employment by or for a contractual relationship with a regulated entity; 2) any offer, verbally or in writing, for employment or contractual relationship made by a regulated entity; 3) if the employee receives from a regulated entity, on his or her own or on behalf of another, a gift the value of which is $25 or more; and 4) if the employee obtains a financial interest in a regulated entity.

Employees who retire or terminate employment are prohibited from having employment or a contractual relationship with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee.

Employees who retire or terminate employment are prohibited for two years from having any employment or contractual relationship with any business entity (other than a public agency) in connection with a contract for services that were part of their duties and responsibility as a public employee.

1.8 Conflict of Interest

Contract Managers and Program Monitors are required to render impartial and unbiased judgments in their review of Provider compliance with the terms and conditions of contracts with the Department.

Contract Management and Program Monitoring staff shall sign Conflict of Interest Statements (Appendix C) before assignment of the program for monitoring purposes. This statement shall be reviewed by the staff person’s supervisor and placed in the contract file. In cases where potential impairment to independence is noted, the Regional Director or designee shall determine if the staff person is to participate in the monitoring.

The Conflict of Interest Statement shall be completed and signed at the time of contract assignment and updated when there is a potential conflict. It will be kept in
the contract file for the relevant Provider and held for a period of five years after completion of the contract period to which it applies. If an audit has been initiated and audit findings have not been resolved at the end of five years, the Conflict of Interest Statement shall be retained until resolution of the issues pertaining to the terms of the applicable contract.
Chapter 2 - Contract Development Process

2.1 Purpose

Funding for services is based on legislative appropriations. The appropriations also authorize DJJ to increase or decrease services if the Department determines that the change will better serve taxpayers and the youth under its care. Prior to any change authorized, notification and justification must be provided to the Governor’s Office of Policy and Budget, the Chair of the Senate Ways and Means Committee and the Chair of the House Fiscal Council.

2.2 Procurement Solicitations

There are several different methods the Department can use to purchase services (called solicitations). These include:

Direct Orders (DO) - Goods/services can be purchased through a purchase order, but must meet the purchasing guidelines;

Request for Proposals (RFP) – A written solicitation that is electronically posted on the Vendor Bid System (VBS) defining the services that the Department wants to purchase.

F. S. 287.057 (2)(a) If an agency determines in writing that the use of an invitation to bid is not practicable, commodities or contractual services shall be procured by competitive sealed proposals. A request for proposals shall be made available simultaneously to all vendors, and must include a statement of the commodities or contractual services sought; the time and date for the receipt of proposals and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The relative importance of price and other evaluation criteria shall be indicated. If the agency contemplates renewal of the commodities or contractual services contract, that fact must be stated in the request for proposals. The proposal shall include the price for each year for which the contract may be renewed. Evaluation of proposals shall include consideration of the total cost for each year as submitted by the vendor.

(b) The contract shall be awarded to the responsible and responsive vendor, whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and the other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

Single Source - This type of procurement is noncompetitive and is the procurement of goods and services, which are only available from one source;
F. S. 287.057 (5) (c) Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. When an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the agency shall:

1. Provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. 120.57(3), if the amount of the contract does not exceed the threshold amount provided in s. 287.017 for CATEGORY FOUR.

2. Request approval from the department for the single-source purchase, if the amount of the contract exceeds the threshold amount provided in s. 287.017 for CATEGORY FOUR. The agency shall initiate its request for approval in a form prescribed by the department, which request may be electronically transmitted. The failure of the department to approve or disapprove the agency's request for approval within 21 days after receiving such request shall constitute prior approval of the department. If the department approves the agency's request, the agency shall provide notice of its intended decision to enter a single-source contract in the manner specified in s. 120.57(3).

Invitation to Bid (ITB) - this type of procurement is utilized when the services that are being sought are known and the lowest price for the service/commodities is being requested;

F. S. 287.057 (1)(a) Unless otherwise authorized by law, all contracts for the purchase of commodities or contractual services in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO shall be awarded by competitive sealed bidding. An invitation to bid shall be made available simultaneously to all vendors and must include a detailed description of the commodities or contractual services sought; the time and date for the receipt of bids and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability of the bid. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to bid. The bid shall include the price for each year for which the contract may be renewed. Evaluation of bids shall include consideration of the total cost for each year as submitted by the vendor. Criteria that were not set forth in the invitation to bid may not be used in determining acceptability of the bid.
(b) The contract shall be awarded with reasonable promptness by written notice to the responsible and responsive vendor that submits the lowest responsive bid. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid.

Exempt - Contracts Section 287.057 (3)(f)(1-13), F.S. exempts certain services from the competitive bid process. Examples of these may be mental health treatment or health care.

Invitation to Negotiate (ITN) - this type of procurement is utilized when an RFP or ITB will not result in the type of services the Department needs; in that, additional information on a 1:1 basis would be required. All terms are subject to negotiation in this situation;

F. S. 287.057 (3)(a) If the agency determines in writing that the use of an invitation to bid or a request for proposals will not result in the best value to the state, the agency may procure commodities and contractual services by competitive sealed replies. The agency’s written determination must specify reasons that explain why negotiation may be necessary in order for the state to achieve the best value and must be approved in writing by the agency head or his or her designee prior to the advertisement of an invitation to negotiate. An invitation to negotiate shall be made available to all vendors simultaneously and must include a statement of the commodities or contractual services sought; the time and date for the receipt of replies and of the public opening; and all terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to negotiate. The reply shall include the price for each year for which the contract may be renewed.

(b) The agency shall evaluate and rank responsive replies against all evaluation criteria set forth in the invitation to negotiate and shall select, based on the ranking, one or more vendors with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state. The contract file must contain a short plain statement that explains the basis for vendor selection and that sets forth the vendor’s deliverables and price, pursuant to the contract, with an explanation of how these deliverables and price provide the best value to the state.

The solicitation method most commonly used in Residential Services for the procurement of commitment programs is the Request for Proposal. Probation competitively procures contracts by both Request for Proposal and Invitation To Negotiate.
The Request for Proposal is essentially defining the services that the Department requires. Each RFP has a Scope of Services attachment that addresses the services unique to the program. The scope describes the type of services or program that the Department wants to purchase. The remainder of the RFP contains language that is standard to all RFP’s and is commonly called the boilerplate.

2.3 Contract Initiation Memo – Purpose

The Contract Initiation Memo (CIM) is the document used by Contract Administration to initiate a contract action. This contract action must be approved by the Assistant Secretary of the respective branch to ensure that the funds are available to conduct the contract action. The contract initiation memo ensures that appropriate approval has been secured prior to initiating the contract action.

The following contract actions will require a contract initiation memo:

- Request for Proposals
- Renewals
- Amendments
- Terminations
- Extensions

2.4 Request for Proposal (RFP) Development Process

Prior to the development of the Scope of Service, Headquarters staff will initiate discussions between the regional and circuit staff to determine and ensure the current needs of the Department are met with the issuance of the RFP. For example, program utilization and wait lists for different types of programs (vocational, sex offender, female with mental health, etc.) are included in this discussion. There are specific models of probation and residential contracts that are used when developing the Scope of Services for the RFP. (For example, one of the state owned facilities has several acres of land that can be used for a variety of purposes. The Program Monitor suggested that horticulture and animal husbandry should be included in the RFP).

The development of the Scope of Service for non-residential contracts is completed at the local level between the Contract Manager, Program Monitor, Program Support Supervisor/SMA II, Chief Probation Officer and Appropriate Regional Director. The development of the Scope of Services for Residential Services contracts is done by the Residential Services Contract Development and Planning Unit in HQ. Once completed, the Scope of Services is sent to the regional staff for review. Once feedback on the Scope of Services is received for both Residential and Non-Residential contracts, it is forwarded to appropriate HQ unit for approval and routing to Contract Administration.
Once the RFP has been developed and approved by the appropriate individuals within the Department, the Contract Administration staff assigned as the contact person will “post” the RFP on the Vendor Bid System (VBS). There are five types of advertisements that may be viewed:

1. Agency Decisions and Notices, including intended awards.
2. Public Meeting Notices.
3. Competitive Solicitations, including Invitations to Bid, Requests for Proposal, Invitations to Negotiate and Requests for Information.
4. Single Source purchases, including agencies intended purchases from vendors who may be the only source capable of meeting specified requirements.
5. Grant Opportunities, including notices of availability of grants. Grant objectives and application processes will be detailed in the advertisement or other documents.

The Vendor Bid System can be accessed using the following link:
http://vbs.dms.state.fl.us/vbs/searchw.criteria_form

Communication about the RFP (other than within the Department) is prohibited from the point in time that it is being developed until it is awarded as the contract. Providers that have questions regarding the process or the document itself need to contact Contract Administration for clarification. The contact person’s name and contact information for Contract Administration will be identified in the RFP.

2.5 Requirements for Posting Solicitations

The Florida Efficient Government Act of 2006 created the Council on Efficient Government (CEG) in response to a growing trend to outsource government services and jobs. Legislators recognized that agencies should focus on their core missions and deliver services by outsourcing or contracting with private sector vendors whenever vendors can more effectively and efficiently provide services and reduce the overall cost of government. Legislators also recognized that business cases to outsource should be evaluated for feasibility, cost-effectiveness and efficiency before an agency proceeds with any significant outsourcing of services and reduction of government staff.

The Council’s role is to review, evaluate and issue advisory reports on outsourcing business cases as specified by legislation as well as investigate and recommend innovative ideas to increase efficiency and save taxpayer dollars. Finding better and less costly ways to provide government services to citizens are principal goals of Florida’s state government.
A business case must be developed for any contract in excess of $1,000,000.00. The Contract Development and Planning Unit develops the business case, as required. Once approved internally, the business case must be submitted to the CEG at least 30 days prior to the posting of the solicitation for their review and approval. Approval must be received prior to the posting of the solicitation for those contracts that exceed $10,000,000.

Contract Administration is responsible for posting of the RFP once all required parties have approved it. This posting includes the timeline for all phases of the RFP process and identifies the Contract Administration staff responsible for the process.

2.6 Mandatory RFP Site Visits

Prospective Providers are expected to attend a site visit of any state-owned or leased facility that has an RFP posted in order to assess the feasibility of the company or agency submitting a proposal. A site visit will provide valuable information for a prospective Provider in terms of preparing a realistic proposal for program operations and budget needs.

All Residential RFPs posted for state-owned or leased facilities include a reference to a site visit. Attendance at these site visits is mandatory for all prospective bidders.

Each Residential RFP includes a time frame for prospective Providers to submit written questions to the Department and promptly receive answers. The Department posts all questions and answers so that all prospective Providers are given the same information. Prospective Providers that attend site visits often submit questions that were raised during the course of the site visit.

Typically, RFPs are posted for residential programs that are already in operation (i.e., youth are on site, and a Provider is delivering services). The date and time of the site visit is usually coordinated around the Program Monitor’s schedule and the scheduling needs of the program’s current Provider.

A. Conducting the RFP Site Visit

The Department staff person who normally conducts the site visit is the Program Monitor. Prior to a site visit, it is recommended that the Program Monitor print out a copy of the RFP and any addenda that have been posted. Having a hard copy of these documents may be helpful to the Program Monitor during the procurement process as well as the site visit. The Program Monitor should also print the explanation of the Site Visit Process and sign in sheet (Appendix D). The steps the Program Monitor should follow in conducting a site visit include:

1) Have all attendees sign in.
2) Explain that the sole purpose of the site visit is to provide a tour.

3) Explain that no questions/answers will be addressed during the tour.

4) Explain that all questions shall be written and faxed or emailed to the contract Administrator who is overseeing the RFP.

5) Conduct the tour. It is acceptable to explain to attendees the workings of the physical plant and what they are seeing, such as by describing the different areas as the tour proceeds (e.g., “This is the kitchen” or “This is the area for youth rooms”). If attendees have any questions about the physical plant, the Program Monitor shall request that they write down the question and submit it to the Contract Administrator following the site visit.

6) Once the entire physical plant has been toured, the Program Monitor shall terminate the tour and the attendees will be required to leave the premises.

7) Upon returning to the office, the Program Monitor shall fax or scan the completed sign-in sheet to the Contract Administrator for inclusion in the Department’s original contract file.

8) If any issues come up during the site visit that could affect the procurement process, the Program Monitor shall communicate (by email or telephone) with the Contract Administrator and Headquarters staff.

B. Questions and Answers Related to the RFP

The RFP requires that all questions related to the RFP be provided to the Contract Administrator listed in the procurement document. Each RFP has a deadline for Providers to submit questions.

The Contract Development and Planning Unit obtains the answers to the questions and provides them to the Contract Administrator to post for Providers to review.

The Contract Manager or the Program Monitor may be asked to provide information related to questions asked by Providers. It is essential to the contracting process that information be accurate and provided to the Contract Development and Planning Unit in a timely manner.

2.7 RFP Evaluation Process

Once the proposals are received, they are mailed out to the evaluation team members that have been selected to evaluate the proposals. An Evaluator Briefing Session (conference call) is scheduled for 1-2 days after proposals are mailed. Attendance is mandatory for all evaluators and alternates. At that time, the ground rules and instructions for evaluating and scoring proposals are reviewed. Note: Alternate Evaluators must participate in this briefing session, but if not called to evaluate, do not have to attend subsequent meetings.
Contract Managers and Program Monitors selected to participate in the evaluation of the RFP are those that are not going to be assigned to monitor the program. However, in many cases the Program Monitor may monitor a program operated by one of the proposers due to the limited number of providers responding to RFP’s. This is not considered a conflict of interest. Florida Statute 287.057 requires that the agency head appoint at least three persons to evaluate proposals that collectively have experience and knowledge in program areas and service requirements for which contractual services are sought. In addition to the statutory requirements, the Department’s practice is to have all evaluators trained prior to evaluating any bid proposals.

Evaluators are given training specifically designed for the RFP evaluation process and certified upon satisfactory completion. This training must be completed prior to the assignment of evaluating any proposals.

Contract Managers and Program Monitors selected for the evaluation team will be given documents to use to evaluate the proposals; each has a set of questions with points that are awarded based on the Provider’s response. It is important to remember that as an evaluator, they are being asked to evaluate the proposal, not any knowledge of other programs that the Provider may operate or any other ancillary information.

The Contract Manager/Program Monitor should become familiar with the Scoring Sheets and the raw scoring method which is as follows:

<table>
<thead>
<tr>
<th>RATING</th>
<th>SCORE</th>
<th>EVALUATION DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>5</td>
<td>The proposal exceeds all technical specifications and requirements for the service component specified. The approach is innovative, comprehensive, and complete in every detail.</td>
</tr>
<tr>
<td>Very Good</td>
<td>4</td>
<td>The proposal meets all technical specifications and requirements for the component specified. The approach is comprehensive and complete in every detail. The proposal approach contains some innovative details for some of the components specified.</td>
</tr>
<tr>
<td>Adequate</td>
<td>3</td>
<td>The proposal meets all technical specifications and requirements for the component specified.</td>
</tr>
<tr>
<td>Poor</td>
<td>2</td>
<td>The proposal does not meet all technical specifications and requirements for the component specified, or it demonstrates minimum understanding of the requirements for the component specified.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>1</td>
<td>The proposal fails to demonstrate the provider’s understanding of the requirements for the component specified or the ability to provide the service.</td>
</tr>
<tr>
<td>Not Addressed</td>
<td>0</td>
<td>The provider’s proposal does not address the service component(s) specified, or the evaluator is not able to locate the information in the provider’s proposal.</td>
</tr>
</tbody>
</table>
When evaluating a proposal, the Contract Manager/Program Monitor should read the RFP first, then read the first proposal, completing the scoring sheet for it before moving on to the next proposal. Each proposal must be independently scored, with no collaboration between evaluation team members. Scoring should reflect the evaluator’s independent evaluation of the provider’s technical response to each evaluation question. Each evaluation question for every provider technical response must be scored against the standard/requirement set in the Request for Proposal.

The written proposal information submitted is the basis upon which proposals are evaluated and scored. Evaluators do not consider any information not provided in the proposal. This includes, but is not limited to, personal experience with the provider or provider staff, or material that may have been read, heard, or seen, including information provided by news media.

The Evaluator should evaluate every question/consideration and assign a raw score based on an assessment of how well a provider’s technical response has addressed that particular issue, based on the considerations listed. The Evaluator does not try to infer meaning into the information that is provided. It is the prospective provider’s responsibility to present the proposal in a clear and understandable manner. Evaluators are not obligated to interpret responses to make them more valuable to the Department.

Each score sheet has been customized to include the name of the prospective vendor and the name of the evaluator. On each page of each score sheet for each proposal evaluated, the evaluator shall sign their name and enter the date on the line provided. Only the Scoring Sheets provided should be used to record scores or comments. No additional notes or marks should appear in any of the proposal documents submitted by providers. Highlighting, marks, notes, etc. should not be made in the provider technical response and no notes are to be taken anywhere other than the score sheet. Evaluators are not use white out and are not to erase anything!

In the box marked “References”, the Evaluator records any and all page numbers in the corresponding Technical Proposal where information was found that the Evaluator relied upon to determine the scores for the considerations related to that question. More than one provider reply section may be referenced as the basis for any evaluation question/consideration scored. If the provider reply does not address an evaluation question, The Evaluator should indicate “not addressed”. In the box marked “Notes”, record comments regarding the proposals’ strengths and weaknesses and any concerns for discussion at the debriefing. The Evaluator should notate something that will serve as a reminder of the thought process when the numerical scores were assessed for the considerations related to that question.
The Evaluator should not attempt to provide an exhaustive list documenting every section or page where information was considered in scoring the question for the provider’s technical reply. It is recommended that only the one or two main places are noted where the information evaluated was found. These notations will be used during debriefing to assure that all evaluators considered essentially the same information when scoring.

The purpose of the Debriefing Session is to allow for discussion of proposals, evaluation questions and considerations. Evaluators are required to attend the Debriefing Session/Conference Call. This is also a public meeting, so providers may have representatives present at the Debriefing Session. At this time, discussions may be held between evaluators regarding comments, concerns or questions regarding proposal submissions or omissions. Scores will not be shared or recorded at this time. Evaluators are allowed the opportunity to independently re-score and/or mark final scores on any question following the debriefing session.

No attempt by department personnel or others to influence an evaluator’s scoring shall be tolerated. If any attempt is made, the evaluator must immediately report the incident to the Procurement Officer. If the Procurement Officer makes such an attempt, the evaluator must immediately report the incident to the Bureau Chief of Contracts.

After the Debriefing Session, Evaluators will be provided an opportunity to mark final scores, and sign and date each score sheet. NOTE: Any changes on the score sheet to previously marked scores (marked prior to debriefing and independently changed), shall be crossed out, and the crossed out information initialed and dated. Also, Evaluators must notate the reason for the change in the Notes. Evaluators are not to use white-out or erase anything.

After the Debriefing Session, no later than COB next day, evaluators are to submit final scores for tabulation by scanning in score sheets and sending via e-mail or by faxing them to the Procurement Officer at the Bureau of Contracts. Evaluators must confirm that score sheets have been received.

Promptly after faxing or scanning score sheets, all original score sheets (signed and dated), evaluation notes, and original conflict of interest forms (signed and dated) shall be returned, via regular or inter-department mail to the Procurement Officer for inclusion in the official procurement file. Any materials that have been marked or written in must be returned. Copies of proposals do not have to be returned.

Evaluators must make a copy of score sheets and notes to retain in a secure place for their own records. All provider proposals, score sheets, evaluation materials and other related documents must be held confidential until such time as the Agency posts a Notice of Agency Decision. All public record requests for information concerning provider proposals, evaluation materials, scores, etc. are to be referred to the Procurement Officer. The Procurement Officer shall follow up for any missing materials.
2.8 Protest Period

It is important to note that any prospective provider has the ability to protest the specifications that the Department has chosen to incorporate into the RFP. This protest must be filed within 10 days of the posting of the RFP.

After the proposals are received and evaluated, the scores are posted on the web with the highest scoring Provider at the top. This is called the Intent to Award. The 72-hour period following the posting of the Intent to Award is called the protest period. These three business days (not including weekends or holidays) allow the Providers the opportunity to review any of the evaluation data. If they feel that there was a discrepancy in the scoring, or found errors, they notify the Department (through the General Counsel or Contract Administration) with a letter of Intent to Protest.

Regardless of the reason, once a protest has been received, the RFP process is halted until the protest has been resolved. Department staff will meet with the Provider submitting the protest to discuss their issues and attempt to resolve them to the satisfaction of both parties.

If the matter cannot be resolved, the Provider has an option of filing a Petition for a Protest along with a bond for 1% (generally speaking) of the total contract amount submitted in the bid response.

If the protest continues, a hearing will be scheduled with the Division of Administrative Hearings (DOAH). A judiciary presides over this hearing and makes the final decision on whether to uphold the protest or dismiss it. The attorneys filing the protest may depose all evaluators and persons involved in the process. It is important that detailed notes are kept while evaluating the proposals to be better prepared to answer questions. Questions could involve scores, the scoring process or the evaluation process in general.

If the protest continues, evaluators may be contacted to give testimony before the hearing officer.

In the event that the Hearing Officer determines that the Department cannot execute a contract as originally awarded, the Hearing Officer will instruct the Department as to the actions to take. These actions could include, but are not limited to, posting a new RFP.

2.9 Post Award Conference Call

After the protest is resolved, or in the case where there are no protests filed, an intent to award is posted. This posting identifies the Provider that was determined through the evaluation process as providing the best value to the Department.
Internal discussions will occur between appropriate Headquarters and Regional staff to determine any issues that may need to be addressed. The assigned Contract Manager will be asked to evaluate the budget and the proposal’s adherence to the RFP’s specifications and requirements.

A conference call is then scheduled with the Provider identified in the Intent to Award. The purpose of this call is to ensure that the Provider’s proposal meets the requirements and specifications of the RFP and to address the Provider’s Quality Assurance status. If the Provider is on Conditional Status, they will be given a limited time to resolve the deficiencies, as the Department will not enter into a contract with a Provider on Conditional Status.

For Non-Residential contracts, the Program Support Supervisor/SMA II and Contract Manager assigned to the contract take the lead on scheduling the post award conference call. Invited parties include the Provider, Chief Probation Officer, Appropriate Regional Director and Headquarters staff as appropriate.

For Residential contracts, the Contract Development and Planning Unit schedules the post award conference call to include the Provider, Program Support Supervisor/SMA II, the Contract Manager and Program Monitor assigned to the contract and Regional Director.

**2.10 RFP becomes a Contract**

Once the terms are negotiated and agreed to by all parties, all changes and/or data is entered in the RFP, which then becomes the contract and is forwarded to the Provider for review and signature. The Provider then returns the signed document to Contract Administration for the Secretary’s review and signature. Once the Secretary or his designee signs it, the contract is considered “executed”.

A copy of the contract/budget and bid response is forwarded to the Contract Manager as well as to the Program Monitor assigned to the contract for monitoring purposes and assigned in RSMS.

**2.11 Contract Sections**

The Department has developed a comprehensive “boilerplate” that is the basis of all contracts. While language or specific items may vary, all newly executed contracts will follow the boilerplate, which contains the following sections:

**I. Performance Section**

A performance-based contract contains quantitative or qualitative indicators (performance measures) used to assess a Provider’s performance against a specified level of performance of an output or outcome (performance standard). Examples include, but not limited to: zero escapes from a residential facility or in the minimal range for applicable quality assurance standards, overall, on the annual
Quality Assurance (QA) review. The performance section of the contract names the
Provider designated to operate the named facility and defines the performance of
services required by the contract.

II. Governing Authority

This section includes references to specific state and federal laws, while indicating
that the Provider must comply with all applicable local, state, federal laws, rules,
regulations, and codes.

III. Contract Terms and Method of Payment

This section covers all pertinent compensation issues inherent in the contract,
beginning with the contract amount, method of payment, and contract term. Among
other items included in this section are the requirements for submission and
processing of invoices, compensation incentive criteria, and compensation
disincentive criteria.

IV. Liability Section

The liability section describes the Provider’s responsibilities to indemnify the
Department under certain conditions of financial loss or damages.

V. Termination Section

This section describes terms, conditions, and requirements of contract termination
whether for the Department’s convenience, the Provider’s convenience, for default,
or for refusal to allow access to public records.

VI. Financial Transactions and Audit Requirements Section

This section indicates whether the Provider has been identified as a Recipient/Sub-
recipient or Vendor for the purposes of this contract, and describes requirements for
the Provider to provide a financial and compliance audit to the Department along
with all supporting documentation.

The Catalogue of State Financial Assistance Number, used by auditors to complete
the Florida Single Audit Act Audit Compliance Report, can also be found in this
section.

VII. Records Requirements

This section describes the requirements for the maintenance of programmatic and
administrative books, records, and documents (including electronic storage media)
as well as the retention and transfer of youth records.

VIII. General Terms and Conditions Section
Describes the array of terms and conditions inherent in the contract, including important program monitoring items such as, but not limited to, insurance, staff training requirements, incident reporting, arrest reporting requirements, background screening requirements, and quality assurance standards. Contract Managers and Program Monitors will frequently reference this section in assessing Provider’s compliance with terms and conditions of the contract, as well as for program monitoring purposes.

This section also describes the Provider’s responsibility to comply with various rules, manuals, etc. The Provider is only responsible to comply with those policies and manuals that were in effect at the time of the contract execution. The Provider would not be required to comply with any subsequent updates to the policies and manuals unless mutually agreed upon. The Provider is responsible to comply with new rules or adopted changes to existing rules.

IX. Captions

The captions, section numbers, article numbers, title and headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Contract, nor in any way affect this Contract and shall not be construed to create a conflict with the provisions of this Contract.

X. Attachments and Exhibits to be Included as Part of This Contract:

Attachment 1: Services to be Provided
Exhibit 1: Invoice
Exhibit 2: Contract Census Report
Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report
Exhibit 4: Department-Furnished Property Inventory (if applicable)
Exhibit 5: Lease Documents (if applicable)

The scope of services or deliverables to be provided by the Provider is described in exhibits to the main body of the contract along with accompanying attachments that follow.

2.12 Amendments

An amendment is a document that facilitates the changing of the terms and conditions of a contract. These changes may pertain only to the language of the contract (e.g. changing the ages of the youth or staffing ratios) or may involve a dollar amount (e.g. increasing bed capacity, per diem rate increase, correcting a mathematical error).

There are two types of amendments: unilateral and bilateral. A unilateral amendment does not require the signature of the Provider. An example of a unilateral amendment would be where the Legislature enacted legislation that
affects contracts, like funding reductions. A bilateral amendment requires the signature of the Provider. A renewal is a type of bilateral amendment between the Department and the Provider. Most of the amendments executed by the Department are bilateral.

2.13 Renewals and Renewal Process

As indicated above, a renewal is a type of a bilateral amendment. The decision to renew a contract is based on several factors and is not an automatic process.

Exercise of the renewal option is at the Department’s sole discretion and shall be contingent, at a minimum, upon satisfactory performance, the Provider’s compliance with the Department’s policies and procedures, the availability of funds, and other factors deemed relevant by the Department.

The Program Monitor will be requested to complete a program profile approximately 3 to 6 months prior to the termination of the contract. See Appendix E for the current program profile. After completing the profile, the Program Monitor will need to send it by email to their Program Support Supervisor/SMA II. The program profile form for non-residential programs includes the review of the Chief Probation Officer and Regional Director as appropriate. In addition to the program profile, for Residential contracts, the Program Support Supervisor/SMA II will send the previous 12 months of monitoring site visit summary sheets to the Contract Development and Planning Unit and for non-residential contracts, to the appropriate Headquarters staff. Headquarters staff must receive these summaries, along with the program profile, 72 hours prior to the scheduled conference call.

Headquarters staff will schedule a conference call based on the Assistant Secretary’s availability and will notify the Contract Manager and Program Monitor of the date and time of the conference call. The Program Monitor will be expected to invite the following to participate: Program Support Supervisor/SMA II, Regional Director, Chief Probation Officer as appropriate, Program Director, and Program CEO (and any others that the program may want in attendance). These invitations should be entered into the chronological notes in RSMS.

During this conference call, facilitated by HQ staff, the Program Monitor is expected to review the information written on the program profile form, answering any questions that may come up during the call.

At the conclusion of this call, the Assistant Secretary will decide to: renew the contract, place the contract out for RFP or defer until additional information is obtained. Based on this decision, the contract initiation memo will be forwarded to Headquarters for processing to either renew the contract or develop a scope of service for a new RFP. If additional information is needed, the Assistant Secretary will ask that this information be received within a specified time frame so that he can make a decision.
Chapter 3 – Invoice Payment

3.1 Overall Philosophy

The Contract Manager is responsible for ensuring that services have been delivered prior to signing the invoice for payment. To determine if the services have been provided, the Contract Manager will review the Monthly Statistical Data Report or the applicable monthly report submitted by Probation Providers indicating that services have been provided. The Residential Monthly Statistical Data Report will contain a certification statement signed by the CEO and Program Director indicating that services have been provided. The Contract Manager will also review this report and other monitoring activities conducted during that month to determine if required services were provided.

If there were any services not provided, the Contract Manager will return the invoice to the Provider with a cover letter indicating that they are billing for services that were not provided and request a revised invoice be submitted for processing. Prior to returning the invoice, the Contract Manager will discuss the situation with their supervisor.

If all services were provided, the Contract Manager will process the invoice for payment. An explanation of this process follows the review of the invoice.

3.2 Department of Financial Services – Bureau of Auditing

The Department of Juvenile Justice is audited by the Department of Financial Services. There may be times that our contract files will undergo one of these audits.

The mission of the Bureau of Auditing is to assist the Chief Financial Officer in performing his constitutional and statutory duties by providing assurance to the Florida taxpayers that: funds are disbursed from the State Treasury in accordance with applicable laws, rules, and administrative policies; and goods/services have been received as specified in the contract/grant agreement.

To fulfill this mission, invoices sent for payment will undergo a pre-audit conducted by the Bureau of Auditing. Performed prior to posting the payment and creating a warrant, this basic audit is performed to ensure that payment is being processed within the terms and conditions of the agreement, and that the applicable state and federal guidelines have been followed.

Periodically an expanded pre-audit may also be conducted. This is a more detailed pre-audit that focuses on problems frequently and consistently identified in post audit findings. These areas of emphasis include but are not limited to: specific and
clearly defined scope of work; specific deliverables; minimum performance standards and sanctions if they are not met timely; nature and substance of reports; and the payment terms. In addition, the Bureau of Auditing will also look at cost components of rates and prices, methods used to verify service delivery, method of procurement, and in some cases, request samples of reports used to document delivery of services.

Headquarters staff may request copies of supporting documentation, to include, but not limited to, census reports, CMBE, FOCUS report (vendor payment history), QA contract compliance certification; for invoices that have been submitted for payment.

3.3 Processing Invoices

Providers are to submit their invoice between the 1\textsuperscript{st} and 10\textsuperscript{th} of the month for services provided during the preceding month. The Contract Manager has 5 business days in which to process the invoice.

Per F.S. 215.422 3(b) The Department has a total of 40 days to process and pay an invoice. If this does not occur, a settlement agreement may be required. Settlement agreements will be discussed in greater detail in section 3.5 of this chapter.

The first step in processing invoices is to verify the accuracy on the invoice regarding contract number, invoice period and signatures.

The second step is to compare the census that is submitted with the invoice with the information contained in JJIS. A resource census report is obtained from JJIS and reconciled against the program submitted census.

Contract Managers must be familiar with the terms and conditions of the contract as it relates to invoice billing. Please refer to the payment section of the contract to determine how many days and under what circumstances the Provider is permitted to bill the filled rate for a youth that is not in the program. For example, the Provider may be paid up to 72 hours for a youth that is out to court.

After confirming the information against JJIS, the third step is to ensure there are no addition or multiplication errors in determining the payment amount. One way to do this is through the invoice tracking spreadsheet. This will be discussed in the next section, Reconciling Invoices.

If the residential program is state owned and Provider operated, the Provider will most likely have a monthly deduction for the major maintenance fund. The Provider will therefore be required to submit statements regarding the maintenance fund balance. The Contract Manager should check the contract for the frequency of these statements.
Next, sign and date the invoice; make 4 copies, 3 of which go to Finance and Accounting in Tallahassee with the original. The fourth copy is for the contract file.

After determining the accuracy of the invoice, The Contract Manager enters the amount on the ledger in the contract file to keep a running balance.

The final step is to submit the invoice along with the required documents to Finance and Accounting for payment.

The following forms are required when submitting a Fixed Price Contract Payment invoice to Finance and Accounting:

- Invoice For Fixed Price Contract Payments (required with original signatures) – completed and signed by a provider representative and reviewed, approved and signed by the Contract Manager

- Summary of Contractual Services Agreement/ Direct Order – The Contract Summary sheet contains information pertaining to the entire life of the contract. It tracks the expenditures-to-date as well as dates of the most recent executed amendment, service description and current payment amount. Contract Managers maintain and update this sheet monthly. It is submitted to finance and accounting with submission of the invoice.

- Census Report/Contract Census Report (required – review JJIS for accuracy) – completed and signed by a provider representative

- Exhibit 4 – MBE Utilization Report – completed and signed by a provider representative. This report indicates the amount of funds expended from the contract on goods or services secured from minority businesses. The Provider is required to submit with their RFP a plan indicating the amount of funds that will be expended on minority businesses. Contract Managers will check the report totals against the plan at least once per year during the Annual Administrative monitoring.

Cost Reimbursement Contracts, sometimes identified as Overlay Service Provider contracts, include contracts for a Designated Health Authority, nursing staff, pharmaceuticals, medical supplies, MH/SA services, etc. The following forms are required when submitting a Cost Reimbursement Contract Payment invoice to Finance and Accounting:

- Invoice For Cost Reimbursement Contract Payments (required with original signatures) – completed and signed by a provider representative and reviewed, approved and signed by the Contract Manager

- Summary of Contractual Services Agreement/ Purchase Order – This form must be completed, updated monthly, and signed by the Contract Manager.
Census Report/Contract Census Report (required– review JJIS for accuracy) – completed and signed by a provider representative

Exhibit 4 – MBE Utilization Report – completed and signed by a provider representative.

Supporting documentation for the service deliverable(s) identified in the contract. Examples of this documentation include, timesheets, sign-in sheets, MHOS reports, RSAT reports, Pharmaceuticals or, Medical Supplies (itemized purchases) etc.

Fee for Service Contracts, sometimes identified as Comprehensive Evaluation contracts, include contracts for Comprehensive Evaluations and counseling. These contracted amounts must be closely tracked in order to ensure the provider does not go over the annual contract amount. The following forms are required when submitting a Fee for Service Contract Payment invoice to Finance and Accounting:

- Original Invoice
- Census or sign in sheets
- Summary of Contractual Services Agreement/Direct Order - This form must be completed, updated monthly, and signed by the Contract Manager.

For providers submitting invoices in RSMS this process remains essentially the same. Billable services are entered into the system by a provider representative, generating an invoice to be printed. The invoice is signed and then forwarded to the Contract Manager along with all required documentation with original signatures.

### 3.4 Reconciling Invoices

Each Contract Manager creates and maintains a mechanism for tracking contract expenditures and reconciling invoices against scheduled allotment balances. In most cases, Contract Managers develop or inherit an Excel spreadsheet or ledger to record this tracking. An Excel spreadsheet or ledger can range from simple to complex in nature but the intended goal is to ensure that the contract allotment is reconciled. The reconciliation is monitored throughout the fiscal year to consolidate the annual and life to date contract amounts. These spreadsheets/ledgers are updated monthly by the Contract Manager as invoices are processed.

Consolidation and/or reconciliation of expenditures can be achieved in several ways.
1) The Contract Manager can submit their spreadsheet/ledger to their respective DJJ HQ F&A representative assigned to contract and request for this to be consolidated with their spreadsheet/ledgers.

OR

2) A FLAIR report can be generated. The system can be accessed through the icon located on your DJJ computer's desktop or via this link https://flair.dbf.state.fl.us/dispub/ and clicking on the Vendor Payment History Report.

Note: In order to generate the FLAIR report, the Provider’s FEID or Social Security Number is required. This can be found on the contract review form or on a CIM (Contract Initiation Memo). It should be noted that some of our Providers have multiple contracts that may cross multiple branches. In this case, invoice numbering would be important information to have.

The user will need to enter the Beginning Month, as well as the Desired Year. Search results will begin with the month selected and continue through December of the desired year selected.

OR

3) Lastly, the FLAIR (formerly known as the SAMAS) report can be obtained through the regional budget person. Please consult with your SMAII.

3.5 Settlement Agreements

A variety of situations could require a settlement agreement, such as:
- No contract or purchase order
- Contract executed after services are rendered
- To settle a lawsuit
- Services rendered after expiration of a contract
- The provider provided additional services not included in the contract

As defined in the Reference Guide for State Expenditures, a settlement is an agreement obligating the State or agency to expend state funds to discharge a debt due a person, entity or group of persons when the amount owed, pursuant to a contract, purchase order or other form of indebtedness, is in dispute.

The Bureau of Auditing requires that a settlement agreement package be completed for any dispute being settled in accordance with Section 17.03, Florida Statutes (FS). A settlement agreement package must be submitted through Contract Administration to the Department of Financial Services for approval by the Chief Financial Officer. Settlement agreement packages are prepared by Finance and Accounting in Tallahassee. The Contract Manager may be contacted for additional information and documentation, as necessary.
Chapter 4 – Preparation and Planning for Contract Management/Program Monitoring

4.1 Purpose

Preparing for Contract Management and Program Monitoring improves the quality of the work product and expedites completion of the tasks. The benefit derived from Contract Management or Program Monitoring site visits is directly dependent on the prior planning and preparation engaged in by the Contract Manager or Program Monitor. The planning process allows for the manager or monitor to conduct an informed site visit, and correlate issues and concerns. This advanced planning becomes helpful while on-site in determining the effectiveness of systems, processes and/or procedures. The Contract Manager and Program Monitor will also work or communicate with the appropriate Probation staff regarding provider performance, etc.

Failure to plan and prepare for site visits will result in inefficient time usage on site and increased likelihood that critical information pertaining to contract requirements and deliverables will be overlooked by the Contract Manager or Program Monitor.

This chapter explains the value and function of risk assessment procedures: describes the development of an annual work schedule and plan and outlines the preparation expected before implementation.

Upon assignment of a contract, it is the responsibility of the Contract Manager and Program Monitor to read, review, and become familiar with the contract, bid response, previous monitoring reports, and monthly reports for pertinent information that will guide the monitoring process. This information will also assist the Program Monitor in completing the Risk Assessment and Monitoring Plan.

4.2 Critical Thinking

Critical thinking and associated preparation alerts the Contract Manager or Program Monitor to areas warranting particular focus and provides helpful guidance in assigning priorities for future site visits to monitor critical program components.

Knowing the program, understanding the dynamics, the personalities not only in the administrative staff, but in direct care staffing as well, combined with hard data gives the Contract Manager or Program Monitor an advantage over those that are involved in the operations on a daily basis. Having an “outsiders” perspective can provide the opportunity to “see” things that others cannot. Analyzing the soft information (people, things that are usually intuitive, opinion, etc.) as well as the hard data (facts, tangible things, number of incidents or parent complaints that have foundation) can provide a “50,000 feet level” perspective to predict with some certainty how situations will be handled by program operations. Using this
foundation to develop a strategy for intervention for a successful outcome is critical thinking.

The Department has implemented an analysis process, known as the “5 Why” process, to identify root cause(s) of the deficiencies and to measure progress in the program’s efforts to correct these issues. By assisting the Provider in determining the true cause of the problem, having them identify interventions that will address the issue, and establishing a way of measuring the degree of success in addressing these issues, the deficiency will be resolved.

Other benefits to this process are that it results in a strategy to enhance the quality of services where needed, provides an opportunity to track progress, and helps eliminate repeated efforts in developing corrective action plans. This process ultimately enhances the quality of services, thereby increasing the probability of success for the youth served by the Department.

Using root cause analysis and critical thinking skills can assist the program in correcting deficiencies before they become a problem. For example, when the Program Monitor noticed an increase in the number of youth on youth assaults in their program, she scheduled a meeting with the director to discuss the different variables that were identified through the reviews of the monthly statistical reports. They reviewed the time of day the incident occurred, the circumstances surrounding the incidents, staff involved and determined through their analysis that the youth had too much down time during the early part of the evening. After this was addressed through the programming and scheduling, the incidents decreased. The Program Monitor had been keeping track of the incidents occurring in the program, conducting a trend analysis that prompted her to meet with the provider to do a further root cause analysis. Trend analysis is discussed in the next section.

4.3 Trend Analysis

Utilizing critical thinking skills, Contract Managers and Program Monitors should track trends over a period of time in a variety of areas to determine if areas of concern exist and need to be rectified. Categories that can be tracked include but are not limited to: substantiated reportable incidents (e.g., life threatening injuries, inappropriate force, escape attempts, medical neglect), length of stay, overall QA scores or QA scores on specific standards, transfer requests, PAR incidents, staff turnover or holdovers, youth requiring hospitalizations, Residential PACT implementation, etc. Examples of sources of information for these items are: Monthly Statistical Report, RSMS, and CCC.

For those areas that appear to be out of line, the Contract Manager or Program Monitor should plan to look at causative factors using the 5 Why process described above.
The Contract Manager and Program Monitor will work or communicate with the appropriate Probation staff regarding provider performance, etc.

4.4 Contract Review Process

The review of the contract is a critical step in planning and preparing for monitoring activities. This review should occur within 10 business days of contract assignment. The review will provide an understanding of key requirements, terms and conditions and services/deliverables required by the contract.

The review of the bid response is another critical step in planning and preparing for monitoring activities. This review should occur within a few days of contract assignment. The review will provide an understanding of the bid response and how it relates to the terms and conditions of the contract. Components of the bid response that exceed the requirements of the contract are noted in the Special Provisions section of the Contract Review in RSMS.

The review of the historical data (previous monitoring summaries, Quality Assurance Reviews, and Corrective Action Plans if applicable) is important in planning and preparing for monitoring activities. This review should occur within a few days of contract assignment and provides an understanding of the status of the Provider’s performance.

The purpose of the Contract Review Screens in RSMS is twofold, to serve as a check and balance with Contract Administration in ensuring the accuracy of the information entered into the system, and to provide an opportunity to the Program Monitor to review the important contract information electronically. As indicated above, this review should occur within 10 business days of contract assignment. The Contract Manager and Program Monitor should each complete the Conflict of Interest form also. Copies of these forms should be placed in the contract file, with the originals sent to Contract Administration for placement in their contract file.

The Contract Review screen pulls data from the Contract Management system of JJIS allowing the user to review the contract data and indicate whether they “Agree” or “Disagree” with the system. If the user does not agree with the data they can enter text describing the discrepancy in the data. It is important to note that these corrections do not update the data in the Contract Management system of JJIS, they only serve as a process for pointing out errors in the data. In order to notify Contract Administration of the errors, the Program Monitor will need to complete a JJIS/Change Form and submit it to the appropriate Headquarters staff. As per the contract requirements, any changes in the Contract Manager shall be provided in writing to the Provider’s contact person. This notification is made using the standard notification letter, and is copied to Contract Administration, the appropriate headquarters staff, and the appropriate regional staff. See Appendix F for a template.
Program monitors will document the other programs covered by the lead contract in the Special Provisions section of the Contract Review module in RSMS. Beginning July, 2010, components of the bid response that exceed the requirements of the contract are also noted in this section.

4.5 Review of the Bid Response

When reviewing the contract section (i.e. Scope of Service) it is important to review the contract provider’s bid response as well. The bid response identifies how the provider is going to accomplish or deliver a service that is outlined in the Scope of Service. It is important to know that the provider’s response may reflect in greater detail how something will be accomplished or delivered (i.e. ratio compliance – the provider may have indicated in their bid response that they will meet the 1:10 contractual ratio compliance by including a Supervisor as an additional staff to ensure compliance OR they may have indicated they will exceed the 1:10 ratio compliance by instituting a 1:8 youth/staff ratio, therefore the contract manager would then hold the provider accountable to the 1:8 ratio compliance).

A provider may indicate in their bid response that they will utilize a specific curriculum (i.e. ARISE) for conducting groups because they have found it to be research and/or evidence based. For whatever reason, there was a provider change (company merger or takeover) that may have utilized another evidence based curriculum and they are suspending the use of ARISE and replacing it with UPRISEN (just an example). The Contract Manager or Program Monitor would look for a waiver request or other correspondence from the Provider to the Department requesting this change, as well as correspondence from the Department approving or denying the request. Once found, the Provider would be held to that approved change. If no documentation is found, the Provider would be asked to submit a waiver request to the Department through the contract manager.

Beginning July, 2010, the Program Monitor will review the Provider’s bid response to determine specific items that the Provider has indicated will be delivered that are above the original RFP requirements. Program Monitors will enter these items into the special provisions section of the contract review screens in RSMS. This information will be used during the QA review to monitor compliance for Residential Programs and where applicable, during annual reviews for Non-Residential Programs. Newer Residential contracts will have these items included in the actual contract Scope of Services.

4.6 Risk Assessment

An element of risk is always present when a public entity contracts with an external entity to provide services to its clients. Because the Department’s mission and its statutory responsibility includes increasing public safety, turning around the lives of troubled youth, and providing proper oversight of the expenditure of public funds,
the Department must carefully evaluate the risk associated with each of its contracts/grants.

Consistent and uniform risk assessment permits the Department to apply its monitoring resources systematically to the areas of greatest need. This risk assessment is conducted in May and at the onset of the fiscal year (until the hard coding of the July 1st requirement can be removed from RSMS). The Risk Assessment score determines when the annual QA review/contract compliance monitoring will be conducted.

The Department has developed a Contract Monitoring Risk Assessment that will be completed, at a minimum, on an annual basis to determine risk to the Department. The risk assessment tool uses predetermined factors to rank contracts/grants and state operated programs. The weights applied to individual factors will be applied uniformly statewide. The risk factors that, at a minimum, must be considered in assigning a risk level include:

- **Type of Services for the Contract/Grant** - Weights are assigned (within the factor) to the type of service depending upon the risk associated with each service category.

- **Annual Dollar Amount of the Contract/Grant** - The higher the annual contract/grant dollar figures, the higher the risk the Department assumes in contracting with a provider. The Program Monitor should obtain operational dollar amounts from the regional fiscal liaison or consult the Annual Operating Budget (AOB) to complete this section for state operated programs.

- **Substantiated Incidents** - The presence and/or the higher the number of substantiated incidents from the Department’s listing of reportable incidents, the higher the risk the Department assumes in contracting or continuing to contract with a provider. The person conducting the risk assessment (the risk assessor) shall review the Central Communications Center (CCC) reportable incidents database to determine the number of substantiated incidents per provider, including those incidents identified on Appendix G. Each incident should be counted only once, regardless of the number of substantiated classifications reported for that incident. It is important that the risk assessor include incidents for all program components of the contract when reviewing CCC reportable incidents, as a single contract may provide services at multiple programs. There are several types of incidents that are included regardless of findings. Examples are: escapes, youth on staff batteries and youth who abscond will be included in the count as substantiated incidents. Refer to Appendix G for a complete listing.

- **Prior Performance on Contract/Grant Monitoring Visit/Desk Review** - Providers who have previously had serious financial, administrative or
program deficiencies or difficulty in being responsive to Department requirements should be considered to present a higher risk than those who have not.

e. Prior Performance on QA Review - Providers who have previously failed to meet established minimum thresholds should be considered to present a higher risk than those who have not.

f. Staffing Issues - The presence of staff turnover of key staff or an administrator, or key staff or the presence of any staffing vacancy increases the risk the Department assumes in contracting with a provider. Additionally, the longer the staffing vacancy exists, the higher the risk. "Key staff," if not defined in the contract/grant, refers to provider personnel who are responsible for the supervision and/or case management of youth or those who supervise staff who are responsible for providing direct care to youth. This would include Program Directors, case managers, conditional release case managers, corporate/facility upper management, and/or professionals with the following credentials: M.D., PhD, A.R.N.P., R.N., etc.

4.7 Monitoring Plans

The Program Monitor will complete a monitoring plan in RSMS for each contract at the beginning of the state’s fiscal year, or within 30 days of contract assignment or prior to the first monitoring visit, whichever is less. The monitoring plan is an essential piece to providing a systematic way for ensuring that all components in the contract have been delivered. Please refer to Appendix H for a complete listing of the categories that should be selected at a minimum for each of our contract types.

The Monitoring Plan includes a target date by which monitoring of the different components should be completed for that fiscal year. For those contracts whose risk scores are identified as being the highest, target dates for completion will be 12/31. For those contracts whose risk scores are lower, target dates for completion will be 6/30. The appropriate Assistant Secretary or designee, along with the Bureau Chief of QA, when applicable, will review the risk scores on an annual basis to determine which contracts will be reviewed first.

If Juvenile Justice Educational Enhancement Program (JJEEP) has not conducted the Education QA review by the end of the fiscal year, the Program Monitor defaults to the previous year’s scores for the Educational and Pre-Vocational monitoring types, and indicates in a summary that the review for the current year hasn’t taken place.
4.8 Document Reviews Prior to Site Visit

The following areas should be reviewed, as applicable, prior to conducting an on-site review:

- The Provider’s proposal with particular focus on the Provider’s description of the scope of services/deliverables.
- The contract terms and conditions with particular focus on the scope of services/deliverables.
- Site visit reports from the past 12 months, trend data reports and/or analysis, and any ongoing corrective action(s) required of the Provider.
- The Monthly Statistical Report from the past 6 months.
- The most recent Quality Assurance Review, with particular attention to any ongoing corrective action(s).
- Monthly Provider Reports
- Census Report
- Certified Minority Business Report
- Health Services Statistical Report
- Substance Abuse Report
- Major Maintenance Fund Report
- Review results of any other Departmental monitoring activities

4.9 Other Preparation Steps

- Communicate with the appropriate Probation staff regarding Provider performance, etc.
- If an announced visit, schedule the entrance interview and the site visit with the Program Superintendent or designee.
- Schedule other staff interviews ahead to the extent possible.
- Plan the timetable for the on-site review.
- Assemble check lists and other recording documents.
Chapter 5 – Implementation of Contract Management/Program Monitoring

5.1 Purpose
Monitoring is crucial to the success of program/contract operations and protecting interests of the Department of Juvenile Justice. The Program Monitor is in a position to provide continuous feedback to both the Provider and the Department in the interest of quality services and the operation of non-residential and residential programs. Monitoring reports establish the basis for renewal or non-renewal of contracts or imposing financial sanctions. These reports often provide the primary justification to support appropriate action by the Department.

Monitoring activities encompass both administrative monitoring, as well as programmatic monitoring. Most important, effective monitoring of programs helps to ensure the safety of staff, the public, and the youth committed to our care and custody. See Chapter 8 for specific requirements for the documentation of monitoring activities and Appendix I for a flowchart of the monitoring process.

5.2 Types of Monitoring

A. Quality Assurance/Contract Compliance

The Department’s QA process, mandated by Chapter 985.412, is a primary juvenile justice evaluation system that annually measures the compliance of all programs in the areas of operation that impact the safety, well-being, and treatment of youth in the Department’s custody. Quality assurance teams are led by DJJ QA staff and are comprised of program staff at the supervisory or management levels. The Program Monitor is required to participate in the QA review of programs assigned to them. These QA teams spend several days on site assessing the compliance of the program. The teams form consensus regarding the most appropriate numerical rating for each key indicator of compliance in each standard. An overall score is then derived and is used in the Department’s contracting system as an indicator of a Provider’s past performance. The Quality Assurance monitoring instruments also include contract compliance items and are used on an annual basis for monitoring activities, regardless if the review is specifically for QA purposes or bi-annual contract monitoring for non-residential programs.

Monitoring instruments have been created for non-residential programs that are not reviewed by QA. Please refer to Chapter 8.2 for details regarding these instruments. Contract compliance items have been included in the QA monitoring
instruments, which will be used by the Program Monitor during the years that a QA review is not being conducted.

The Program Monitor will bring copies of the MHOS/RSAT census reports and invoices to the QA review to monitor service delivery. The census reports are compared to documentation or other information in the youth's file to ensure the youth received services for those days that have been billed. If the Program Monitor discovers that services have been billed for which documentation is lacking to indicate that services were provided, the Program Monitor should contact the Program Support Supervisor/SMA II for further instructions. The Program Support Supervisor/SMA II may request that additional files be reviewed immediately, or that a complete audit of all files be conducted. The Provider may need to reimburse the Department in the event prevailing practice of documentation for services provided is not occurring.

The Program Monitor will review the specific items from the Provider's bid response that the Provider has indicated will be delivered that are above the original RFP requirements. These items will be included in the QA review (when applicable) and should be monitored by the Program Monitor for those contracts not reviewed by QA and during the non-QA review years for non-residential programs.

Once a Program Monitor participates in an on-site QA review, he/she will have 10 business days from the date of the QA review (last day of the review) to write a monitoring summary on those "Monitoring Types" that were reviewed, but QA does not score.

When the QA report is posted on the web, the Program Monitor will write an off-site monitoring summary selecting all the "Monitoring Types" that QA did score. This monitoring summary is due 10 business days from the posting date on the web.

If the QA report has no failures or minimal ratings, the Program Monitor will select the Monitoring Type of "QA Follow-up" when writing the off-site monitoring summary. The Program Monitor will indicate that the Provider was in compliance with all standards, indicating that a follow up does not apply.

If the QA report indicates that the Provider has scored "minimal" on any of the standards, the Program Monitor will select the corresponding monitoring types and identify them as minor deficiencies. The Program Monitor will ensure that these minor deficiencies are corrected within a reasonable timeframe. Please refer to Chapter 6 for additional details regarding deficiencies.

If the QA report indicates that a Provider has failed a QA Standard, the Program Monitor will complete an off-site monitoring summary indicating the major deficiency and initiate the Outcome Based Corrective Action Plan (OBCAP) process. A QA re-review will be conducted at 6 months to determine compliance. Program Monitors will also review the Provider’s compliance with the OBCAP at the 6-month re-
review. Please refer to Chapter 6 for more details on OBCAPs and the verification monitoring process.

If the program fails to meet minimum standards upon the second review, the Bureau of Quality Assurance, in accordance with FDJJ policy 1709.02, will notify the provider agency responsible for the program of such findings by certified mail. The provider agency has ten (10) working days to present any documented extenuating circumstances, in writing, to the Deputy Secretary, with a copy to the Contract Manager. Failure to respond within the specified time frame shall cause the Department to move forward with cancellation of the contract without review.

The Internal Review Board will review and consider the documentation offered by the provider as well as any other pertinent information, and will determine a recommendation for or against termination of the contract. If there is a need for further information or clarification to the written response from the provider, a conference may be scheduled. The Board will make a recommendation to the Secretary within thirty (30) working days from receipt of the provider’s written response or ten (10) working days following the conference, if one is held.

**B. Performance Related Monitoring**

Performance related monitoring is one of the many tasks that Program Monitors perform on a constant basis. This type of monitoring requires the Program Monitor to use critical thinking skills in reviewing available information for trends. Conducting a trend analysis on this information allows the Program Monitor to determine if the program is starting to experience difficulties within the operation of the program.

Generally speaking, factors that indicate a program is beginning to have problems include an increase in the number and type of incidents (youth on youth assaults, abuse complaints for excessive force or inappropriate use of force, etc), parent complaints, whether the program is responding to requests to correct deficiencies or having a high turnover of staff. Other indicators of programs experiencing performance related issues include: Residential PACT implementation, transfers - a high number or waiting to make the request after many months, length of stay issues, staff absenteeism low utilization rates, and failed or low scores on QA standards.

Performance monitoring involves tracking this information identified above using spreadsheets and intervening when appropriate. Visits should be made to the program to obtain additional information or clarification. It is imperative that Program Monitors conduct a root cause analysis as a component of performance monitoring. It is critical that the program receive assistance in identifying the root cause and in implementing an action plan to correct the deficiencies as quickly as possible to prevent further operational issues.
It is imperative that the Program Monitor maintains constant contact with the Contract Manager to communicate issues related to program performance and administrative monitoring.

C. Pre-Operational Review

The Florida Department of Juvenile Justice (DJJ) has opened or re-contracted a number of residential programs for juveniles over the last several years. In order to assure that these facilities are as effective as possible in achieving the goals of the Department, the entire process for bringing these programs on line has been reviewed, modified, and expanded as needed.

Portions of the Pre-Operational Review may also be conducted as determined by the Chief Probation Officer and/or Regional Director to ascertain the readiness of the program to begin operations when there is a change in type of service delivery, or change in location.

The Pre-Operational Review and Letter of Operation go well beyond the physical plant and speak to whether the program operator has the trained staff, policies, procedures, supplies, and equipment in place necessary to begin accepting youth or increasing admissions into the facility. Issuance of the Letter of Operation signals the authority to begin admissions into the facility or take over operations of the program.

Reviewers selected by the regional office will conduct the Pre-Operational Review. It is recommended that individuals with expertise in various areas of program and facility operations (such as Contract Managers, Program Monitors, medical and mental health staff or consultants, educational staff, and other regional or headquarter staff) be selected for the review. This process is intended to provide a means whereby the reviewers can determine whether or not the facility is ready to commence operations of the program. The Pre-Operational Review site visit shall be conducted prior to the anticipated date of facility opening (non-operational programs) or within the first 30 to 45 days after a new contract Provider has taken over the operations of a program. Reviewers will check their pre-assigned areas of operation and reconvene to report on their findings at the exit briefing.

The Residential Services Regional Office has a variety of options after the completion of the Pre-Operational Review. The Regional Director can either issue a Letter of Operation, indicating the facility is ready to begin operations or increase admissions, or decline issuance of the Letter of Operation and mandate that subsequent reviews of the non-compliant items or another Pre-Operational Review be conducted at a subsequent date. If the Regional Director declines to issue a Letter of Operation, a letter shall be prepared to inform the Provider of the issues and concerns that need to be corrected prior to the opening of the program or an increase in admissions and of the subsequent contractual or financial consequences for failure to correct these issues/concerns within a specified time
frame. This will delay the projected opening date and/or freeze admissions to the program.

The questions included in the pre-operational document are intended to provide a comprehensive overview of the operation of any program. If the program is contracted, reviewers should be provided in advance with copies of the RFP, the Provider’s proposal, and the contract.

Completion of the checklists provided with this process should indicate the current status of operations and whether or not the program is “ready” to begin accepting youth or take over operations. However, no document can cover every conceivable situation or occurrence. Reviewers are encouraged to rely on their experience and knowledge to identify additional issues that may be critical to the program’s ability to begin providing services to youth. Further, reviewers are encouraged to discuss their preliminary findings with other members of the review team.

D. Post-Operational Review

The Post Operational Review process also involves a team of DJJ staff identified by the Program Monitor assigned to the program to confirm that the program is in full compliance with areas previously found in-progress (IP) or non-compliance on the Pre-Operational Review. The Post Operational Review also ascertains the readiness of the program to continue operations at the current capacity or to increase the population. Lastly, the review is to solicit feedback on the design, layout and construction of the facility and determine additional programming needs from staff that now have actual experience operating the program.

E. Administrative Monitoring

The Contract Manager will complete the Annual Administrative Monitoring Review Instrument, which can be found in the forms library. After reviewing the provider’s self-report, and completing the appropriate Administrative Monitoring Instrument, the Contract Manager will then document their findings on a monitoring summary sheet in RSMS within 10 days of completion of the Administrative Monitoring Instrument. See Chapter 7 for more information specific to the administrative monitoring process.

The FSAA, a component of Administrative Monitoring, will be completed by the Office of Inspector General. If it has been reviewed by the OIG at the time of the administrative monitoring, those findings will be entered by Contract Manager on the AAMI. If the OIG has not reviewed the FSAA by the time of the administrative monitoring, they will indicate such. The Contract Manager should be aware of the timeframe for provider submission of the FSAA. If information has not been received from the OIG regarding the FSAA, an email should be sent to the OIG asking if there were any issues with the FSAA. The response should be recorded on the AAMI.
5.3 Types of Monitoring Methods

The quality and adequacy of services delivered by the Provider shall be reviewed using three methods: records review, interviews, and observations.

A. Observation

This technique is a method that allows the Contract Manager and Program Monitor to experience firsthand practices that the program implements in working with youth. The Contract Manager and Program Monitor need to be aware of their surroundings and interactions (staff to youth, youth to youth, youth to staff and staff to staff) at all times for analysis and determination of the quality of services being provided. Being aware of the program’s operating procedures prior to on-site reviews assists the Contract Manager and Program Monitor in being prepared to make informed observations.

B. Interviews

Conversing with youth individually or in a group setting allows the Contract Manager and Program Monitor the opportunity to develop relationships to open lines of communication to serve as an advocate, either to promote best practices or address areas of concern. Interviews with staff give the Contract Manager and Program Monitor the opportunity to gauge the staff’s level of expertise and knowledge in applying the program’s operating procedures. Contract Managers and Program Monitors shall conduct interviews on site whenever possible and in a location that allows for privacy. Separate interview questions should be developed for each group of staff, board members, youths, and their families or guardians. The Department, not the Provider, selects those individuals to be interviewed.

C. Records Review

Contract Managers and Program Monitors will need to review records to confirm service delivery when applicable, and obtain information regarding what is happening operationally in the program. Examples of records review are: Facility Operating Procedures, Clinical Records, Log Books, Incident Files, and Licensing Records. Records are selected by Departmental staff and not by the Provider.

The Contract Manager and Program Monitor select the clinical or youth files to be reviewed using a matrix based on the program size. For programs with 0-10 beds, 3 files will be reviewed. For programs with 11-30 beds, 5 files will be reviewed. For programs with 31-65 beds, 7 files will be reviewed. For programs with 66 beds or more, 9 files will be reviewed. For programs without a designated bed or slot capacity, the Contract Manager and Program Monitor will determine the number of staff performing the function to be monitored and pull a minimum of three examples for each staff.
To verify compliance with background screening requirements, the Contract Manager and Program Monitor will pull the file of every staff hired since the last background screening monitoring or use the findings identified through the QA review.

5.4 Entrance and Exit Interviews

A. Purpose

The purpose of conducting an entrance interview is to inform the Facility Director or designee of the reason for the site visit (monitoring, verification monitoring, administrative or program review, etc.). Identifying clear objectives for the visit at the onset assists in developing a relationship with the director and in obtaining the necessary information.

The purpose in conducting an exit interview is to inform the Facility Director or designee of the results of the visit. This exit interview is critical to the process of holding programs accountable for correcting deficiencies and must be shared verbally, as well as via the Preliminary Exit Sheet (Appendix L), at the conclusion of your visit, in addition to being documented in the Monitoring Summary in RSMS. Further details pertaining to the corrective action process will be discussed later in this manual.

B. Effective Interviewing Techniques Include:

(See Appendix J)
- Professional Greeting
- Respectful, but professional demeanor
- Relaxed, but professional body posture (not slouched or overly stiff)
- Maintain intermittent eye contact (the right balance between no eye contact and constant eye contact, either of which impede good communication)
- Questioning technique (professional tone and open-ended versus close-ended questions)
- Verbal affirmations (acknowledging that you have heard and understood what the interviewee has said)

C. What to cover in the entrance interview

(See Appendix J)
- Explain the purpose of the visit. (Topic and scope of review is to monitor for the terms and conditions of the contract to assess contract compliance and to follow up on any pending corrective action plans.)

- Ask about any problems or concerns that the monitor should be aware of.

- Ask the Program Superintendent to identify who will be the facility contact/focal point for the visit.

- Review corrective actions from the past year.

- Discuss the files/documents that will be reviewed and address any logistical issues in gaining access to these documents (training records, licensing, background checks, financial, audits, property inventory, account ledgers).

- Schedule an interview with the Program Superintendent, Comptroller, and any other staff that may be necessary.

- Point out any areas you will need to check in follow-up to ongoing corrective action (youth rooms, common areas, kitchen area, grounds or perimeter).

- Discuss timetable for completion of the visit.

- Schedule the exit interview with the Program Superintendent.

- Respond to any questions/concerns about the visit.

**D. What to cover in the exit interview**

(See Appendix J)

- Findings for verification monitoring of OBCAPs or cures must be discussed with the Regional Director, Chief Probation Officer when applicable and SMA II prior to discussing during the exit interview.

- Review the purpose/objective of the site visit (monitoring critical program components).

- Review progress related to ongoing corrective action plans and point out any unmet requirements along with expectations and consequences for noncompliance.

- Summarize preliminary findings of the current visit.

- Be sure to point out positive aspects of the facility.
Discuss problems or areas of deficiency and associated time lines for correction with the Program Superintendent or designee (life and safety issues identified as immediate concern require correction within 48 hours).

Provide the Program Superintendent or representative with a copy of the Preliminary Exit Sheet, indicating the preliminary findings from the site visit.

Review the time line for preparation and submission of the Contract Manager’s or Program Monitor’s report.

Thank the Program Superintendent or designee for cooperation of agency and staff.

Be positive to the extent possible in presenting a balanced review of facility. Be critical, but constructive.

5.5 Preparing the Monitoring Summary

The Contract Manager or Program Monitor will develop the Monitoring Summary in RSMS by composing comments to thoroughly explain observations and findings relative to each critical program component addressed in the on-site review.

Comments should be objective and identify the monitoring methods of measurement used (documents, charts, logs, and files reviewed; observations; and youth and staff interviews) to confirm and document performance or nonperformance of contract services/deliverables relative to contract services/deliverables. Contract Managers and Program Monitors should:

- Follow the sequence of the Monitoring Summary;
- File all supporting documents (e.g., personnel file reviews with the regional office copy of the report);
- Include thorough comments to fully explain and document deficiencies;
- Submit the completed report in RSMS for review and approval by Program Support Supervisor/SMA II within 10 workdays from the on-site review.

5.6 Standards for Contract Management/Monitoring

1. Contract Management and Program Monitoring staff are required to comply with Departmental policies regarding work performance. Failure to comply with Departmental policies includes:
a. Failure to perform or coordinate the timely performance of Contract Management or Program Monitoring in accordance with program requirements and approved departmental time frames.

b. Failure to initiate appropriate action after learning that a Provider’s actions, or lack of action, have created a serious threat to the health, safety, or welfare of any youth served by the Department; state employee; or member of the public.

c. Failure to report, discuss, or document the failure of a Provider to comply with material contract requirements or failure to advise the appropriate departmental supervisor of a material failure or breach by a Provider.

2. Location: Administrative and programmatic monitoring may occur at different places. For example, administrative monitoring will be conducted at the Contract Manager’s desk for the most part, and may occur at the provider’s corporate office. Performance related monitoring may occur at the facility or be conducted off-site.

3. Handling Confidential Information: All materials that belong to the Contract Managers and Program Monitors, including copies of Provider records and notes made by Contract Managers or Program Monitors, must be safeguarded at all times.

   a. While at a program site, Contract Managers and Program Monitors should secure confidential papers whenever possible.

   b. No original Provider records shall be removed from the Provider facility.

   c. Contract Managers and Program Monitors should make copies of all Provider records that are needed to verify Provider compliance; Providers are required to make copies of any record on request.

   d. All Provider records should be returned to the Provider at the end of the day.

   e. All monitoring instruments (see Chapter 8) should be carried off the Provider’s site and kept in a secure location at the end of each working day.

4. Provider Alteration of Records: If Contract Managers or Program Monitors have reason to believe that youth records or data have been altered or falsified, they shall:

   a. Document the circumstances and inconsistencies as fully as practicable without alerting the Provider to their suspicions.
b. Include copies of the suspect documents whenever possible. Providers should not prohibit copying of documents, as this may in itself constitute a breach of contract.

c. Copy any document reflecting Provider noncompliance or inconsistency with a previously submitted report or invoice as soon after its discovery as possible to preclude unavailability or later tampering with the document by the Provider.

d. Notify the Central Communications Center, in consultation with the Supervisor, as this is a reportable incident.
Chapter 6 - Promoting Provider Accountability

6.1 Purpose and Importance

Having the ability to take necessary contract action is directly correlated to the quality of monitoring activities that are conducted throughout the year, which were described in the previous chapters. Understanding the difference between minor and major deficiencies will enable the Contract Manager or Program Monitor to determine the course of action to take.

The Department previously required a corrective action plan for every deficiency that was discovered through monitoring activities. This over-emphasis on requiring extensive paperwork created an inability to differentiate between critical issues and those that were addressed, often times, before the Contract Manager or Program Monitor left the program premises. In addition to this "one size fits all" approach, action plans that were being developed by the programs were simply reiterating what the Departmental policy was that was out of compliance and not resolving the issue, still requiring contract action.

This chapter is intended to provide guidelines to be used by Contract Managers and Program Monitors to hold programs accountable for contract compliance.

6.2 Critical Issues

An identified Critical Issue and or Critical Deficiency is the absence of a component essential to service delivery or the verification that the delivery of an essential service has been compromised. The deficiency is so dire or acute that it presents a potential threat to the health or safety of the youth served, or may otherwise compromise program security. The Provider’s corporate office must be notified upon identification of a Critical Issue or Critical Deficiency. See Appendix M for the template used for notification.

Some examples are: serious physical plant issues which materially affect the life/safety of our youth, not providing sick call or med pass on a routine basis (could be inclusive of lack of general medical care which affects the health and welfare of our youth), lack of a qualified Designated Health Authority and/or with no interim procedure in place to provide the needed services to the youth, no provision for suicide assessment or related mental health emergency, and inadequate number of trained staff to provide the minimum supervision necessary by contract.

All critical issues must be communicated to the Chief Probation Officer (for non-residential programs), the appropriate Regional Director and the appropriate Assistant Secretary immediately upon identification. The Provider must correct the deficiencies within 48 hours or as directed by the Assistant Secretary. The Contract Manager/Program Monitor should conduct verification monitoring within 5 days.
Note: A Critical Issue and/or critical deficiency will not warrant an Outcome Based Corrective Action Plan (OBCAP), but instead, requires an immediate follow up and response to address remediation of the issue. If the critical issue continues to exist, appropriate contract action, up to and including termination, should be discussed with the Chief Probation Officer, appropriate Regional Director and Assistant Secretary.

6.3 Major Deficiencies

A Major Deficiency is defined as a contractual and/or program deficiency that results in an interruption of service delivery and/or the receipt of public funds for program services not delivered, (i.e. vocational and/or educational instruction or MHOS/RSAT groups not provided, yet billed) or repeated minor deficiencies that indicate no progress is being made to correct the deficiency. Failure of a Quality Assurance Standard determined during the Quality Assurance review is also considered a Major Deficiency. Major deficiencies are significant in nature and typically require oversight by management to ensure the issues are addressed systemically.

Note: An identified Major Deficiency requires completion of an Outcome Based Corrective Action Plan generated within the RSMS system and/or the possibility of penalties levied against the Provider. The Program Monitor sends notification of the Major Deficiency to the Provider’s corporate office to notify them of the deficiency, the OBCAP that must be completed and the possibility of contract action if the deficiency is not corrected. See Appendix M for the letter template used for notification. The Program Monitor must ensure that proof of delivery is obtained and placed in the contract file. See section 6.9 for additional details regarding the OBCAP Process.

6.4 Minor Deficiencies

A minor deficiency is defined as an unintentional and non-systemic mistake that does not result in reduced or substandard program service or a fraudulent transaction. Minor deficiencies can be readily adjusted and do not warrant the need for an OBCAP or penalties.

6.5 Root Causes and the 5-Why Analysis

The Department has had experiences with programs that have submitted corrective action plan after corrective action plan only to continue to have the same or similar issues occur again and again. This reoccurrence proves that the issues are unresolved. As a result, an effort known as identifying the root cause of the problem was identified along with the desire to measure improvement in the program’s efforts to correct the deficiency. This is known as the 5-Why analysis.
and outcome based corrective action plan process. The thought is that if we assist the Provider in identifying the true cause of the problem, have them identify interventions that will address the issue and establish a way of measuring the degree of success in addressing these issues, the deficiency will be resolved. Other benefits to this process include: preparing a strategy that will enhance the quality of services where it is needed, providing an opportunity to track progress on achieving success and the opportunity to eliminate repeated efforts in developing corrective action plans.

The 5-Why Analysis method to determining root causes usually takes 5 times of asking the question “why?” to get to the logical end of the cause chain (the series of why questions and answers. The answer to the first “why?” is the direct cause – or the straw that broke the camel’s back. The answer to the last “why?” is the root cause. The answers in between the direct and root causes are the contributing causes. Each event could have multiple cause chains.

Conducting the 5-Why analysis involves the Contract Manager or Program Monitor along with any program staff identifying the event and then begin asking the “why” questions. You simply continue asking the “why” questions until you get to the root cause.

You know when you are at the root cause as it is the best and logical place to stop and it is where continuing to ask “why?” adds no value to preventing reoccurrence.

This root cause analysis process eliminates the need to do cure notices, saves time and money, including spending less time conducting verification monitoring. Most importantly, this process will enhance the quality of services, which will increase the probability of success for the youth that we serve.

6.6 Coaching to Identify Root Causes

The key to successfully engaging the provider in identifying root causes and correcting deficiencies is directly related to the approach that is taken and the mindset that the Program Monitor has when initiating the process. The Program Monitor should be very well prepared before engaging the Provider in a discussion regarding the OBCAP. The Program Monitor should have already conducted the trending analysis discussed in earlier chapters and have an idea of the baseline data and areas that need attention. Once the Program Monitor is prepared, a coaching session should be scheduled to assist the provider in the process.

During this coaching session, it is imperative that the Program Monitor not use blaming or critical words, but instead try to focus the program's attention on the goal, which is to figure out how to do things more efficiently. The Program Monitor should ensure that someone from the program's corporate office is in attendance, along with the program's executive director, licensed/credentialed medical or
mental health staff and any others that have a key role in the operation of the program.

Conduct the 5-Why process explained earlier until the root causes are identified. Lead the program staff through the process of identifying outcomes and action steps. Explain to them that the Department is not interested in having numerous action steps, but to highlight the ones that are critical to the successful achievement of the outcomes. When guiding the discussion, ask the two question “How will they know the deficiency has been fixed?” to make sure that they are fully answered prior to closing the coaching session. The answer to this question should be the process/outcome measure.

Make sure that the Provider knows that the first OBCAP will be expected within a week, this will have them entering the information into RSMS before they forget what they have learned and what they realized needs to be done to address the deficiencies. It will also give you time to discuss any issues with their first submission, should there be any, and still have time to have the OBCAP completed within the 30 day time frame.

6.7 Outcome and Process Measures

Outcome based Corrective Action Plans contain both outcome measures and process measures.

Outcome measures are specific items of information that track a program’s success. They describe observable, measurable characteristics or changes (i.e. increases or decreases).

Process measures are interventions that typically answer the question of “did it happen?” or “was it done/accomplished?” to which the answer is “Yes” or “No”.

A. Developing Outcome Measures

Although the Provider is responsible for identifying the outcome measures that are entered into the plan, it is important to understand the process so that the Contract Manager or Program Monitor can provide technical assistance.

The first step in identifying outcome measures is to start with the end in mind. Know where you want to be in the end – the ultimate desired goal.

The second step is the process of asking questions to generate the analysis of identifying the root cause of the problem. The Contract Manager or Program Monitor can provide assistance in this process by asking the questions, focusing on how the services are actually delivered as opposed to how they are supposed to be delivered. In addition, the Contract Manager or Program Monitor can ask the
program to conduct a self-assessment and involve their staff and corporate administration in the process.

The third step is to establish a baseline. It is important to know what the current situation is to know what percentage of increase or decrease needs to occur to be considered successful.

The fourth step is to identify benchmarks that will help identify if the interventions that have been implemented are working. For example, if the goal is 100% of something, then a potential benchmark would be 50% of that same thing.

The last step in the process is to affix accountability to a specific person or position.

Potential Outcome Measures could be a Decrease in % of:

- Assaults
- PAR Incidents
- Youth exceeding length of stay
- Transfers
- Missing/incomplete reports
- Staff turnover
- Absenteeism
- Arrests

Or they could be an Increase in % of:

- Use of Positive Reinforcers
- Amount of time in Structured Activities on the weekends
- Staff being recognized for their good job performance

**B. Developing Process Measures**

For the purpose of our OBCAP process, a process measure is used to indicate whether or not a practice or procedure has been changed to comply with contractual or Departmental requirements. An example of a process measure is: deficiencies noted during a QA review regarding staff inability to enter information into JJIS due to internet connectivity would be addressed with installing satellite equipment.
6.8 Requesting Outcome Based Corrective Action Plans

Outcome based corrective action plans are required to be completed in RSMS by the Provider when the Contract Manager or Program Monitor has identified major deficiencies. As indicated earlier, a major deficiency is defined as contractual or program deficiencies that indicate the interruption of service delivery and/or the receipt of public funds for program services not delivered or as areas of concern (minor deficiencies) that are repeated. These deficiencies require an outcome based corrective action plan and/or penalties. It is the responsibility of the Contract Manager or Program Monitor to ensure the Provider is notified by mail as indicated in 6.3, and to ensure the Provider completes the OBCAP. The Provider’s failure to comply with submitting an OBCAP in RSMS within the requested timeframe may necessitate application of severe sanctions such as withholding or reduced payment or contract termination. The Regional Director (and Chief Probation Officer) should notify the applicable Assistant Secretary when this occurs to discuss the circumstances and appropriate action.

Failing any QA standard falls into the category of a major deficiency and requires the development of an Outcome Based Corrective Action Plan. A standard that scores in the minimal range is considered a minor deficiency and the Program Monitor must conduct follow up until resolution of the deficiency.

In order to have an OBCAP created for failure of a QA standard or for a performance related issue, a monitoring summary will need to be generated. This can be done either during an “on site” or “off site” monitoring. The Program Monitor will select on the monitoring summary the monitoring type that was determined to be a major deficiency and check that the program was not in compliance. The Program Monitor will then select “major deficiency” and enter the specific deficiency and requirement from the contract. Once entered, the major deficiency will automatically generate an OBCAP for the Provider to complete. The Provider staff assigned in RSMS will receive an email notification that an OBCAP is waiting for them to complete. The Provider has 30 days from the date of the QA posting in which the plan must be submitted and approved. Since it generally takes multiple submissions and reviews, it is highly recommended that the Program Monitor ask the Provider to submit their first draft within 10 days of notification of the OBCAP awaiting completion. As previously indicated, the Program Monitor is required to notify the Provider’s corporate office of the deficiency, the OBCAP that must be completed and the possibility of contract action if the deficiency is not corrected.

The Provider Corrective Action Plan screens in RSMS (RSMS Deficiency Review) allow a Provider to review approved Major Deficiencies created from a Monitoring Summary and fill out the appropriate information for the Outcome Based Corrective Action Plan. The Provider must use the screens to create Root Causes, Process Measures and Action Steps that they plan to follow to correct the Major Deficiency.
6.9 OBCAP Process

After the Provider has created an Outcome Based Corrective Action Plan (OBCAP) for a Major Deficiency, it is the responsibility of the Contract Manager or Program Monitor and Supervisor to approve or disapprove the OBCAP. First, Contract Managers or Program Monitors and Supervisors must give their approval of the plan to resolve the Major Deficiency.

The Contract Manager or Program Monitor will review the OBCAP submitted by the Provider via the RSMS Corrective Action Plan screen in RSMS. The Contract Manager or Program Monitor will select the OBCAP to be reviewed and click ‘View Plan’. This will open a read only report containing all the information that has been entered for the OBCAP. The Contract Manager or Program Monitor shall review the outcome-based corrective action plan in RSMS to ensure that the OBCAP is appropriate and addresses the deficiencies and root causes.

If the major deficiency is related to mental health/substance abuse treatment services or health services, the Contract Manager or Program Monitor will ensure that the program has credentialed/licensed individuals involved in the development of the OBCAP. Providers have been notified to indicate the person’s name and credentials in the comments section prior to submitting the OBCAP for review. In addition, the Contract Manager or Program Monitor will ensure that the credentialed/licensed individuals are listed as people accountable in the appropriate sections on the OBCAP. If this involvement is not identified on the OBCAP, the Contract Manager or Program Monitor will disapprove the OBCAP asking for revisions.

If the provider indicates that no credentialed/licensed individuals are available to assist in the development, the Contract Manager or Program Monitor will export the OBCAP to the Director of Program Development after they have reviewed it for appropriateness. Once approved by the Director of Program Development, the Contract Manager or Program Monitor will export the OBCAP to the Office of Health Services by email. The Office of Health Services will review the plan and provide feedback to the Contract Manager or Program Monitor and Program Support Supervisor/SMA II within 3 business days. This feedback will be incorporated as appropriate in the comments section of the OBCAP in RSMS for the Provider to make the necessary revisions.

If the plan is not adequate, the Contract Manager or Program Monitor will disapprove the plan indicating the areas that need to be revised in the comments section. If the plan is acceptable to the Department, the Contract Manager or Program Monitor will approve the plan.

To submit the OBCAP, the Contract Manager or Program Monitor clicks on ‘Submit’. This brings the Contract Manager or Program Monitor to the approval
form and allows them to ‘Approve’ or ‘Disapprove’ the OBCAP. The Program Support Supervisor/SMA II will be notified via email that an OBCAP is waiting for their review for approval.

Once the OBCAP has been accepted, the Contract Manager or Program Monitor must verify that the Provider is taking the right steps to resolve issues identified on the OBCAP. This is done through verification monitoring site visits. Note: verification monitorings for QA OBCAPS must be conducted using the QA review monitoring instruments for the failed standards in addition to the OBCAP itself.

When conducting verification monitoring, notification of findings of compliance will be made to the Program Support Supervisor/SMA II and Appropriate Regional Director, Regional Director as well as any others the Regional Director feels appropriate, including the Chief Probation Officer, prior to notifying the Provider of the results. This will ensure consistency in disseminating information to our Providers that cross regional lines and enhance communication within our Department. If the verification monitoring indicates continued deficiencies, the Contract Manager or Program Monitor may provide these findings during the exit interview.

If a program has been placed on Conditional Status, the Program Monitor will document a summary of findings, efforts of coaching and results of the verification monitoring (see section 6.11 for additional details) indicating a request to remove the provider from Conditional Status to the Regional Director through the Program Support Supervisor/SMA II. The request to remove a Probation program from Conditional Status should also include communication with the Chief Probation Officer and documentation should reflect coaching efforts on behalf of the Chief Probation Officer. The program should not be removed from Conditional Status and OBCAP closed out until the approval is received from the Assistant Secretary.

6.10 OBCAP Follow-up

Follow-up monitoring is a critical component to the implementation of the outcome based corrective action plan. The Contract Manager or Program Monitor should schedule site visits that correspond to the projected completion dates identified on the plan to determine the degree of the Provider’s compliance. The Contract Manager or Program Monitor will complete a site visit summary indicating Technical Assistance as the monitoring type after each follow up visit where monitoring of the OBCAP was conducted. This will give the Provider information regarding the success of the interventions that have been implemented and whether they need to be changed to achieve a higher degree of success in addressing the root cause of the problem. Verification Monitoring will be described in further detail in 6.12.
A Provider’s failure to correct the deficiencies may also necessitate application of severe sanctions such as reduced or withholding of payment or contract termination.

6.11 First/Second Verification Monitoring

The Program Monitor participates as a member of the QA team that conduct re-reviews for failing either a QA standard or the entire QA review. The QA instruments are used in addition to the OBCAP when conducting the re-review to determine compliance. There may be situations where the Provider passes the QA re-review but may not have resolved all of the root causes identified on the OBCAP. In these situations, the Program Monitor should consult with the Program Support Supervisor, Lead/Chief Probation Officer, Regional Director for discussion with the applicable Assistant Secretary for appropriate contract action.

The Program Monitor will conduct the first verification monitoring within 30 days of the last target date on the OBCAP, unless otherwise directed by DJJ Management Staff. Findings from the verification monitoring will be discussed with the Regional Director and Program Support Supervisor/SMA II, as well as any others the Regional Director feels appropriate, prior to giving the provider the information at the exit interview. The Program Monitor will review the outcome based corrective action plan and compare this to data gathered through the monitoring process to determine the Provider’s progress in achieving the desired outcomes. The site visit summary form will contain a summary of findings and will be exported by email from RSMS to the Program Support Supervisor/SMA II prior to selecting the “completed” button. The Program Support Supervisor/SMA II will meet with the Program Monitor, Lead/Chief Probation Officer where applicable and Regional Director to discuss the findings and appropriate course of action.

The Program Monitor will notify the Provider in writing of the outcome of the first verification monitoring, indicating that the deficiencies have been corrected or still remain and a second verification monitoring is necessary. The corporate office (contracting authority), appropriate HQ staff, and Contract Administration should receive a copy of this letter indicating a final time frame to correct any remaining deficiencies. The letter should also indicate that any failure to correct any remaining deficiencies might also necessitate application of severe sanctions such as reduced payment, withholding of payment, or contract termination.

If all deficiencies have been corrected and the approval is received to remove the program from the OBCAP, the Program Monitor will draft a memo for signature by the Regional Director and Lead/Chief Probation Officer authorizing removal of the program from the OBCAP. The Program Monitor will then select the completed button on the site visit summary, and close out the OBCAP.
A secondary verification monitoring shall be conducted by the Program Monitor to verify the correction of deficiencies within one week after the timeframe identified in the letter to the Program Provider’s corporate office.

The Program Monitor will send a letter notifying the Provider the outcome of the second verification monitoring. If the deficiencies have not been resolved, the letter must include the appropriate contract action that is being taken. Please refer to the section below for further details.

6.12 Contract Action

If deficiencies remain after the second verification monitoring, the Department must determine if the Provider’s justification for not being in compliance is acceptable. If it is not, the Department must then determine what contract action will be taken. Possible alternatives are reduction in payment or a cure notice resulting in contract termination for default or convenience. The Contract Manager will need to work with their Program Support Supervisor/SMA II who will consult with the Lead/Chief Probation Officer, Regional Director and other individuals in HQ, including the Contract Development and Planning Unit for residential contracts, and Office of General Counsel (Legal) for review and to determine the appropriate course of action.

6.13 Reduction of Payment

Prior to the reduction of payment for any deficiencies, the Provider must be notified in writing and given the opportunity to discuss the amount being reduced. The amount can be located in the Provider’s budget as it relates to the item being found deficient. For example, if a Provider has not been providing vocational services, then a proposed reduction could be the monthly amount identified in the budget for the vocational instructor. All documentation regarding the contract actions must be forwarded to the Program Support Supervisor/SMA II, Chief Probation Officer where applicable, Regional Director and HQ for approval prior to delivery to the Provider.

6.14 Cure Notice with Termination for Default or Convenience

If the deficiencies found are so egregious or the deficiencies continue despite efforts to intervene, the Department may determine that a contract be placed under cure. Failure to further correct the noted deficiencies may result in the termination of the contract for convenience or default. Terminating for convenience means that the Department does not require any specific reason to terminate other than for its convenience. Terminating for default is stating that there are specific reasons with supporting documentation to justify the termination of the contract. The decision to terminate is recommended by the Chief Probation Officer where applicable and the Regional Director and requires the approval of the Secretary and Deputy Secretary.
in consultation with the appropriate Assistant Secretary and the Office of the General Counsel.

6.15 Supporting Documentation

The Contract Manager and Program Monitor are required to keep documentation from the initial monitoring visit throughout the corrective action planning process to the cure notice regarding the efforts to assist the Provider in coming into compliance with the terms and conditions of the contract.

The Contract Manager will also be responsible for the drafting of the cure notice. Once the cure notice is drafted and approved by the Program Support Supervisor/SMA II, Chief Probation Officer where applicable and the appropriate Regional Director, it will be forwarded to the appropriate HQ staff for review and approval. A Cure Packet Checklist (Appendix N) will also need to be submitted with all supporting documentation identified on the checklist. (Please see Appendix N for the Cure Notice template.) Upon approval, the letter will be forwarded to the General Counsel’s office for review.

The final decision to terminate for convenience or default lies with the Secretary. This decision is made in collaboration with the Deputy Secretary and the appropriate Assistant Secretary.

6.16 Transition – Activation/Closure

It is not uncommon for the Provider to request to exercise their option to terminate for convenience once served a cure notice; however the final decision to terminate for convenience or default is made by the Department. When a Provider requests to terminate for convenience, it gives the Department ninety days for transition purposes and allows the Provider to continue bidding for additional business during the cure process. It is at this time that the Contract Manager must begin the CIM process for a new RFP. See Chapter 2 for the processes relating to procurement.

Program transitions, openings and closings can occur under other circumstances as well. The key is in understanding the roles and responsibilities of each of the involved parties to ensure a smooth transition occurs. Checklist templates for Residential and Non-Residential programs are available on public folders in Outlook. These templates may be added to or items removed as applicable.

Roles and responsibilities within the Department for the types of transitions below will vary, depending on the branch or program area. For Residential Services, the Residential Contract Development and Planning Unit staff or Regional Directors assume primary responsibility. For Probation and Community Intervention, the Chief Probation Officer or designee assumes primary responsibility.

Program Activation – no corresponding closure at same site:
The Residential Contract Development and Planning Unit staff or the Chief Probation Officer will send an activation checklist to the Provider to initiate the process and ask for the document to be completed and returned within a specific timeframe. This checklist should identify in detail all of the operational aspects of the program including items specific to the program. The Residential Contract Development and Planning Unit staff or Chief Probation Officer will schedule and facilitate transition conference calls as needed with the Provider, inviting the Contract Manager and Program Monitor and other regional and HQ staff as appropriate. These calls will continue until the program is operational.

Program Closure – no corresponding activation at same site:
The Regional Director or Chief Probation Officer will send a closure checklist to the Provider to initiate the process and ask for the document to be completed and returned within a specific timeframe. This checklist should identify in detail all of the operational aspects of the program including items specific to the program. The Regional Director or Chief Probation Officer will work in tandem with the Contract Manager and Program Monitor to ensure that all contractual obligations are met prior to the payment of the last invoice.

Program Transition:
Recognizing the uniqueness of each transition, the following steps are given as guidelines to be followed when contract actions result in a change in provider for an existing program and no break in service delivery occurs. The Residential Contract Development and Planning Unit staff or Chief Probation Officer will send an activation checklist to the Provider to initiate the process and ask for the document to be completed and returned within a specific timeframe. This checklist should identify in detail all of the operational aspects of the program and how services will continue to be delivered until the new provider takes over and transition is complete. The Provider should add any items specific to the program. Residential Contract Development and Planning staff or Chief Probation Officer for probation contracts will schedule and facilitate transition conference calls as needed until transition is complete. These calls include the incoming and outgoing providers, as well as Headquarters and Regional Staff.
Chapter 7 – Administrative Monitoring

7.1 Purpose

All contracts are required to receive an Administrative Monitoring a minimum of one (1) time per year, by Department staff who have successfully completed contract management training. The Contract Manager is responsible for this function.

The focus of Contract Managers in conducting the Annual Administrative Monitoring review should be to assess and document compliance and noncompliance with key terms and conditions of the contract, identify areas in need of improvement, and implement and follow through with appropriate corrective action.

Elements of the Administrative Monitoring include determination of the appropriateness and allowable use of funds; verification of payments; audit requirements; Certified Minority Business Enterprise (CMBE) and Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) compliance; insurance and property; federal and state laws – employment, taxes and proper accounting of funds. The duration of the site visit, number of participants, and timing of the site visit is based on the Risk Score attributed to the contract, prior performance, and available staff resources.

For purposes of assuring programmatic financial integrity is maintained, the Contract Manager shall review the accuracy of contract payments as they relate to programmatic requirements and service quality. The Contract Manager, in reviewing the financial records, must be able to trace financial transactions from individual purchase order(s), voucher(s), receiving reports or invoices, journals, and the general ledger to ensure proper interpretation and processing within the Provider organization.

7.2 Exceptions to the Annual Administrative Monitoring

State, regional or local government agencies under contract with the Department may submit a current written report describing internal oversight in lieu of receiving onsite administrative monitoring. The monitoring shall have taken place during the current contract period and the report shall contain sufficient information to assure the services paid for by the Department have been provided and contract expenditures are appropriate and allowable per the terms and conditions of the Contract. The Provider shall submit a copy of the monitoring report to the Department’s assigned Contract Manager(s) no later than July 15 of each fiscal year. Unless information is received indicating contract non-compliance by the governmental agency or its subcontractors, the Contract Manager may accept the
report in lieu of on-site monitoring. The Department may elect to conduct an administrative monitoring even with the receipt of a current report from the governmental agency.

7.3 Preparation for Annual Administrative Monitoring

Lead Contract Managers are assigned to coordinate administrative monitoring activities for those Providers that cross over regional lines as well as those that provide services to other program areas (Detention/Prevention). The Lead Contract Manager will contact the other Contract Managers to discuss the plan for the administrative monitoring and will be responsible for conducting the monitoring activities for the assigned Provider. The Lead Contract Manager serves as the point of contact to the Provider for the Department and is responsible for obtaining needed information from the other Contract Managers as applicable. The Lead Contract Manager will create the monitoring summary in RSMS and export the summary to the other Contract Managers/Program Monitors so that they can create a site summary for their program using the same information.

To ensure consistent and fair practices, the Contract Manager shall provide fourteen (14) calendar days written notice to the Provider of the date of the site visit. Department staff are asked to keep the Monitoring Schedule confidential to ensure Providers each receive the same amount of notification. Monitoring site visits are conducted by Department staff and are not scheduled in consultation with the Provider.

In preparation of the administrative monitoring, the Contract Manager should send the Provider’s Self-Reporting Instrument to the Provider 60 days prior to the scheduled Administrative Monitoring. Prior to mailing, the Contract Manager should review the Provider’s Self-Reporting Instrument and mark N/A on those items the Provider is not required to complete. This report should be obtained and reviewed prior to conducting the Administrative Monitoring. The cover letter sent with the Provider’s Self-Reporting Instrument contains a list of documents that must be submitted to the Contract Manager within 30 calendar days of the request. The Contract Manager should review this list prior to mailing it to the provider and add or remove documents so that the list requests only those documents that are applicable to the provider being monitored and which the Contract Manager does not already have for review. The Contract Manager will provide assistance to the provider, if requested, in completing the self-report.

Those documents to be reviewed are as follows:

Financial
- Monthly Expenditure Reports (previous twelve month period)
- Program Budget
- Income Statement
The Contract Manager will conduct a desk review of the following documents in preparation of the administrative monitoring.

✔ Review the Provider’s proposal with particular focus on the Provider’s description of the scope of services/deliverables.

✔ Review contract terms and conditions and scope of services/deliverables. Review monitoring reports from the past 12 months and any corrective action(s) imposed on the Provider.

✔ Compare the Contract Manager’s invoice tracking spreadsheet with the DJJ Finance and Accounting Ledger

✔ Review Quality Assurance Reviews and results of other monitoring activities from the past year.

✔ Results of any other Departmental monitoring activities

✔ Select staff to interview during the site visit.
Assemble checklists and other tools for recording and documenting findings.

The Annual Administrative Monitoring visit should be an announced visit, and the Contract Manager should schedule the entrance interview and the site visit with the Program Superintendent or designee.

The Contract Manager should ask the Program Superintendent to schedule staff selected for interview and to have the following documents ready for review if not already provided:

- Financial audit records
- Subcontracts, related written agreements between the Provider and subcontractor(s), and a list of current subcontracted vendors
- Certificates of Insurance
- Personnel files
- Property Inventory
- Incident file
- Staff arrest reports and reporting procedure
- Service Delivery Documentation
- Staff training records
- Facility Log

### 7.4 Conducting the Annual Administrative Monitoring Site Visit

Once the entrance interview is complete, the Contract Manager is ready to begin gathering information to use in the completion of the appropriate Annual Administrative Monitoring Tool.

The quality and adequacy of services delivered by each Provider shall be monitored using one or more of the following three methods: records review, interview, and observation. Information is analyzed by monitors and recorded on tools.

A. Records Review.

In some projects, programmatic contract monitoring and administrative contract monitoring calls for review of the same records. The contract monitoring team leader, in making assignments to team members, should avoid duplicative reviews wherever possible. The following three paragraphs give examples of where contract monitors can use the same records for different kinds of contract monitoring.

1) **Surveys, Treatment and Activity Records, and Interview Records.** The Contract Manager may use these records to verify the Department is being correctly invoiced based upon services delivered to youth. Additionally, the Contract Manager shall verify in programmatic records the services have actually been delivered; are appropriate to the youth’s needs; and are in
compliance with applicable Florida Administrative Code provisions and the Florida Statutes.

2) Personnel Records, Payroll Records, and Organization Charts. The Contract Manager will review the Provider’s administrative policies and records for contract compliance. These records are also reviewed to assure the Provider has an adequate number of appropriately trained staff that delivers client services.

3) Invoices and Supporting Documentation. The Contract Manager reviews financial documents to verify expenditures have been made in compliance with the approved budget. The same records may be reviewed to verify the contractual terms for services to clients have been met during the Programmatic Monitoring.

B. Interviews.

1) Interviews may be conducted on site. Interviews will be held in a location that allows for privacy whenever possible.

2) Separate interview questions should be developed for each group of staff, board members, clients and their families or guardians. All respondents in each category shall be asked the same set of questions in order to assure comparability of responses and to reduce bias.

3) The Department, not the Provider, selects those to be interviewed.

C. Tools.

All Department contracts are monitored using the appropriate Administrative Monitoring Instrument and the responses submitted by the Provider and contained in the Provider Self Evaluation.

Providers may be monitored for the following:

- Compliance with corrective actions documented in the contract file.
- Correction of all identified deficiencies noted in the previous contract monitoring report.
- Payroll tax returns and payroll register for administration and program personnel (U.S. Form 941, Federal Quarterly Payroll Return and Unemployment Compensation Tax) with payment documentation, I-9 Forms; and W-4 Forms.
Interim financial statements, including the latest financial statements available to the Provider’s board of directors. As part of financial statement examination, the contract monitor(s) can use financial ratios and measures of financial condition to assess the Provider’s ability to meet its current obligations as well as its solvency or liquidity.

The chart of accounts.

A current operating budget and expenditure report.

Records of all sources of income (i.e., each fund that contributes to the provision of services and in-kind contribution/match documentation).

Records and minutes of board and finance committee meetings.

The methodology for service allocation by programs and cost centers along with proper documentation of each service. The Contract Manager shall review service unit records, logs, reports, and client files utilized for billing in order to verify billing and service delivery accuracy.

When required, roster of all Provider employees engaged in Department programs, including position titles and departments, and program descriptions.

Copies of statements for agency-supplied employee credit cards.

Current organizational chart.

U.S. Form 990 (Organization Exempt from Tax) or Form 990-T (Business Organization Exempt from Income Tax), if applicable, timely filed.

Fixed Price Contracts. In a fixed price contract, payment is based on a price per unit. The following should be verified:

- The rate per unit of service charged on the Provider’s invoices is the same as the rate specified in the contract.

- The documentation supporting units of service delivered supports the units listed for payment.

- The payment received versus the amount invoiced is the same, using the contract as a reference.

- Copies of expenditure reports submitted by the Provider, if applicable, are in compliance with contract requirements.
Cost Reimbursement Contracts. In a cost reimbursement contract, the Provider is reimbursed for actual expenditures incurred during the contract period, and reviewed as part of the monitoring to identify any irregularities. The review is done to assure:

- Revisions have been properly made to the operating budget (for example, transfer of funds from salaried employees to other budget items).
- Expenditures were:
  a. Made in accordance with the approved line item budget.
  b. Incurred or encumbered during the contract period.

Adequate documentation shows that:

- Professional service fees are based on time spent and allowable expenditures agreed upon.
- Receipts are available for any purchases made from outside vendors or where expenditures were made (e.g., office supplies, printing, long distance calls.)
- Usage logs are available for in-house postage meters.
- Records are available for names of recipients where service was provided.
- The Provider has complied with all applicable rules for cost reimbursement as specified in its contract.

Non-Expendable Property. Contract monitors review Provider compliance with general procedures for reimbursement of actual expenditures for non-expendable property, which must be included in the approved budget.

Subcontracts. The contract’s Attachment I must specify whether, and under what conditions, the Provider is permitted to use subcontractors, and to assure:

- If required in the contract, subcontracting has been approved by the Department prior to the subcontract’s effective date.
- The Provider is monitoring its subcontractor(s) and network partners.
- Visits are made to subcontractor sites as necessary to confirm service delivery and payments.
- Corrective action recommendations are addressed by the Provider, when appropriate.
- The audit and record keeping requirements cited in the standard contract are being maintained by the Provider on activities performed by the subcontractor.

Records Retention. The Department’s standard contract with Providers requires the Provider to retain records. The Contract Manager shall verify the Provider has retention requirements in its policies and procedures consistent with the contract requirements, at a minimum.

Competitive Procurement. When contracts are acquired through a competitive procurement process, the Contract Manager shall assess compliance with the contract requirements. Typically, this type of monitoring can be conducted once and will not be necessary on subsequent monitoring visits while the contract is
under the same procurement. This also applies to a Provider’s subcontracts, when it is required by the Provider’s contract with the Department

7.5 Preparing the Annual Administrative Monitoring Review Report

The Contract Manager will develop the Annual Administrative Monitoring Review Instrument into a report documented on a Monitoring Summary in RSMS by composing comments to thoroughly explain observations and findings relative to each section of the report (all elements of the review). Comments should be objective and identify the monitoring methods of measurement used (documents, charts, logs, and files reviewed as well as the sampling methodology; observations; and youth and staff interviews) to confirm and document compliance or noncompliance with the contract terms, conditions, and requirements and performance or nonperformance of contract services/deliverables.

The report on the Monitoring Summary should:

- Follow the sequence of the instrument;
- Be substantiated by a file containing all supporting documents (e.g., personnel file reviews with the regional office copy of the report);
- Have comments attached as necessary; and
- Be submitted in RSMS for review and approval by the Program Support Supervisor within 10 business days from the completed review.

The Annual Administrative Monitoring Instrument will need to be emailed to the Program Support Supervisor/SMA II for review when the monitoring summary is submitted in RSMS. Once approved, the monitoring instrument is archived to the Contract Compliance and Monitoring Archive Library – see Chapter 8 for additional details.

The report documents the Department’s ability to ensure appropriate contracting procedures are in place; service delivery is being provided as contractually required and the extent to which the Provider has been fiscally responsible in accounting for public funds.

A deficiency/finding denotes contractual noncompliance with the terms and conditions of the contract. Noncompliance may include a deficiency in internal control, fraud, illegal act, abuse and violation of contract provisions or grant agreements. When significant issues of noncompliance are identified, to the extent possible, the Contract Manager shall use monitoring protocols (policies, procedures and contract provisions) to develop the elements of monitoring findings, thereby facilitating the development of the Monitoring Report. The Monitoring Report shall contain a description of the deficiency/finding, including the facts that led to the
conclusion; a description of the standard against what is measured, i.e., federal, statutes, rules or Department policy, etc., as well as a brief description of the potential risk to the Department if the deficiency/finding is not corrected.

The final monitoring report should contain a synopsis of the contract background, including amendments; a summary of the deficiencies/findings identified by the Contract Manager or Monitoring Team; the date(s) of the monitoring; Monitoring Team Members and Provider representatives; a description of the type of sample, and the type(s) and number of files reviewed. All youth information protected by Florida Statute shall be redacted from the Monitoring Report and working papers prior to distribution.

Refer to Chapter 6 for additional information regarding critical, minor and major deficiencies, Outcome Based Corrective Action Plans and verification monitoring.

7.6 Work Orders

The Contract Manager should maintain frequent communication with Facility Services staff to ensure that maintenance requirements for programs located on state owned property are followed and that appropriate maintenance requests from the Provider are handled in a timely manner. This process is known as the work order process.

Once the Provider has identified that a repair is needed, they should contact the Contract Manager to initiate the coordination of the work order process. It is critical for the Contract Manager to involve the General Services Liaison (GSL) assigned to that area of the region, as they are responsible for the oversight of the work to be completed.

The following are steps to the work order process:

1. Provider identifies repairs that are needed and contacts Contract Manager.

2. Provider contacts appropriate vendors to obtain necessary quotes.

3. The Contract Manager completes the work order and forwards the document with the quotes to the Regional Director for approval.

4. The Regional Director will inform the Contract Manager if the work order has been approved or if further approvals are necessary prior to the work commencing.

5. In situations where immediate repair is necessary (safety/security systems, etc), the Contract Manager is to follow the above process, but indicate to the Chief Probation Officer where applicable and the Regional Director that an emergency situation warrants immediate repair. If the Regional Director agrees and determines an emergency exists, the repairs will be authorized
and work can commence immediately. It is still necessary to complete the paperwork and follow the above process.

6. The Contract Manager will archive the work order in the Contract Compliance and Monitoring Archive Library following the procedures identified in Chapter 8.
Chapter 8 – Documentation Requirements

8.1 Purpose

This chapter establishes guidelines for documenting contract monitoring, including adherence to established standards and criteria, communication of deficiencies to the Provider, and follow up on the Provider’s corrective actions. Documentation of monitoring activities is especially important where there are concerns about the Provider’s performance. This chapter identifies the procedures and monitoring instruments developed for documenting contract monitoring.

8.2 Monitoring Instruments

Monitoring instruments are the major reference materials that not only document the Contract Manager’s and Program Monitor’s work but also enable others who have no previous connection with the monitoring activities to see the evidence that supports the Contract Manager’s and Program Monitor’s conclusions and determinations. Examples of monitoring instruments are completed administrative monitoring tools, programmatic monitoring tools, copies of Provider records, Contract Manager’s and Program Monitor’s notes from interviews, and notes from observation. Standardized monitoring instruments are available in Public Folders in Outlook.

Program Monitors and Contract Managers will use the Monitoring Archive Library to store all contract related documents. This library is maintained on HQ servers and contains specific folders (Contract Actions, Agreements/Sub Contracts, Budget, COOP, Insurance, Inventory, Leases, Licenses, Instruments and Work Orders) where scanned or electronic documents are archived for safekeeping and to create efficiencies for multiple staff that work with the same providers that cross regional lines.

Monitoring instruments enable the Department to:


b. Establish a record useful to any reviewer.

c. Review the work of Contract Manager and Program Monitor.

d. Guide Contract Managers and Program Monitors throughout the administrative and programmatic monitoring process.
e. Support the findings and recommendations relating to monitoring activities.

f. Document the Provider’s compliance with the contract.

g. Aid in planning and conducting future monitoring activities.

QA Monitoring instruments have been modified to include contract terms and conditions and are used during the annual QA review as well as during bi-annual reviews conducted by the Program Monitor. Monitoring instruments have been created for non-residential programs not reviewed by QA to maintain consistency statewide.

8.3 Monitoring Files

The Contract Manager and Program Monitor maintain supporting documentation regarding site visits, assessments, follow-up, and implementation of corrective actions in specially designed files.

a. There are two six-section files and an accordion file for each contract. The Contract Manager maintains one six-section file that contains contract documents, and the Program Monitor maintains one six-section file that contains programmatic documents and an accordion file that contains supporting documentation.

b. The Contract Manager and Program Monitor shall each create a new file for each fiscal year beginning July 1. The previous year documentation files shall be kept in the Contract Manager’s and Program Monitor’s office for reference. The files shall be consistent throughout all regions and shall be organized as follows:

(1) Light Blue Folder – Contract Documents

Section 1 - Invoices
- Tab 1 – Invoices
  (Attached: Census, CMBE, MHOS, RSAT, Tracking Ledger)

Section 2 - Correspondence
- Tab 1 – Emails
  (Summary Format)
- Tab 2 – Misc. Correspondence
  (Letters, Memos, etc.)

Section 3 - Financial Audits
- Tab 1 – Audits
  (Annual Admin, FSAA, etc.)
• Tab 2 – Insurance
• Tab 3 – Inspections
  (Fire, health)

Section 4 - Maintenance Inventory/Medical
• Tab 1 – Maintenance
  (Work orders)
• Tab 2 - Inventory
• Tab 3 – Medical

Section 5 - Support Documents
• Tab 1 – CIMS
• Tab 2 – Budget
• Tab 3 – Program Profile (Summary)
• Tab 4 – Pending Contract Action

Section 6 - Contracts
• Tab 1 – Contract
  (Amendments)
• Tab 2 – Subcontracts
• Tab 3 – Agreements/Leases
• Tab 4 – Licenses

(2) Green Folder – Programmatic Documents

Section 1 - Quality Assurance
• Tab 1 – QA Report
• Tab 2 – JJEEP
• Tab 3 – Audit
  (BHOS, MHOS, RSAT)

Section 2 - Correspondence
• Tab 1 – Emails
  (Summary Format)
• Tab 2 – Misc. Correspondence
  (Letters, Memos, etc…)

Section 3 - Corrective Action
• Tab 1 – Open Corrective Actions
  (OBCAP, Minor, Critical, etc…)
• Tab 2 – Closed Corrective Actions

Section 4 - Facility Reports
• Tab 1 – Monthly Reports (Statistical, Health)
• Tab 2 – SA Reports
• Tab 3 – Quarterly Reports (Include Misc. Reports)
Section 5 - Support Documents

- Tab 1 – Trend Analysis
- Tab 2 – PAR Summaries
- Tab 3 – CCC Reports
  (Detail Report)
- Tab 4 – Phoenix Reports

Section 6 - Contracts

- Tab 1 – Contract
  (Amendments)
- Tab 2 – Subcontracts
- Tab 3 – Agreements/Leases
- Tab 4 – Licenses

(3) Accordion File

- Bid Response
- COOP Plan
- Individual CCC Reports
  (Supporting Documents)
- Phoenix Reports
  (Supporting Documents)
- Entrance & Exit Sheets
  (Site Visit Supporting Documents)

8.4 General Guidelines for Preparing Monitoring instruments

The following is a suggested system for work paper organization. Other methods with clear organization may be used as well. The Contract Manager and Program Monitor should:

a. Create a master accordion folder by identifying the contract to be monitored and the year and date of the monitoring.

b. Copy relevant documents from the Provider that are not in the contract file and place in accordion file, labeled with date of monitoring visit and name of program.

8.5 Purpose and Importance of Chronological Notes

Chronological notes serve as a place to record any and all communication or significant events that are pertinent to any contract actions. Examples of entries include: a short reference to any correspondence sent to the provider, summaries of telephone conversations, results of any follow up conducted, technical assistance or coaching provided, any review of contract information prior to making site visits, and site visits, QA exits, etc.
Entries will include date of your contact, entry date of the note (which can be different than the contact date), type of contact, person you had the contact with, type of activity, and a description of the chronological note to be entered.

Please refer to the drop down list in RSMS created for "type of activity" for a complete listing of the types available for your selection. Chronological notes should tell a complete story about what is going on with that program.

8.6 Confidentiality

During the monitoring activities and until the final report is sent to the Provider, monitoring instruments are the property of the Contract Managers and Program Monitors (the Department). During the monitoring activities, the monitoring instruments should be secured and treated as confidential.

a. Contract Managers and Program Monitors must be given unrestricted access to all information related to the contract. Information collected in confidence by Contract Managers and Program Monitors should be recorded in the monitoring instruments.

b. The monitoring instruments must be safeguarded at all times.

c. At no time during the monitoring activities does the Provider have the right to demand access to the Contract Manager’s or Program Monitor’s monitoring instruments.

d. After the site visit, the Contract Manager or Program Monitor retains all of their own monitoring instruments.

e. All supporting documentation, including monitoring instruments, are public record unless prepared by the Auditor General (see ss.11.45 (b), F.S.). When the monitoring report is completed, the documentation must be released on request. However, monitoring instruments containing information that is itself afforded confidential treatment by specific provision of the law, such as the names of youth, must be redacted prior to release.

8.7 Contract Compliance and Monitoring Archive Library

In an effort to enhance communication within the Department regarding contract management and monitoring activities, the Contract Compliance and Monitoring Archive Library (CCMAL) was created. The CCMAL stores all contract related documents, and utilizes a front end application to facilitate ease of use. Documents that are found in RSMS are not uploaded to the CCMAL.
The CCMAL enables "lead" contract managers to access contract related documents of programs located around the state without delay, as well as serve as a centralized storage location for monitoring instruments after the completion of monitoring activities.

Program Monitors and Contract Managers are required to scan and upload to CCMAL the following items:

- Completed monitoring instruments and any supporting documentation relevant to major and critical deficiencies;
- Documents not found in RSMS that are related to completed contract action;
- Other contract related documents not found in RSMS, i.e budgets, inventories and insurance certificates.
Appendix A – Definitions

DEFINITIONS

Addendum – A document that adds to, deletes from, modifies, or clarifies the terms of a Request for Proposal/Intent to Bid/Intent to Negotiate (RFP/ITB/ITN) and that is incorporated as part of the original RFP or ITB. This modification becomes a legal part of the procurement documents. This term should not be confused with a contract amendment, as it is not used to change the terms of an existing contract.

Administrative Standards – Departmental criteria for evaluating a Provider’s compliance with contract provisions.

Amendment – A document by which changes are made to the terms of an executed contract that changes certain terms and conditions of the original contract. Changes that require an amendment of the contract include but are not limited to the following: corrections or modifications costs, services, time period, and/or method of payment.

Annual Administrative Monitoring – The yearly desk review of a Contract Provider’s compliance with the terms and conditions of a contract, such as financial management, eligible expenditures, audit compliance and other provisions incidental to the direct care and supervising of youth. Consists of conducting an annual inventory and annual audit review. The content, scope, and requirements of this review are consistent from year to year.

Attachment – A supplement to the contract that contains the unique program-specific provisions of the contract and may include the following sections: Services to be Provided, Manner of Service Provision, Method of Payment, and Special Provisions.

Budget – A plan that outlines anticipated revenues and expenditures.

Central Communications Center (CCC) – The twenty-four hours a day, seven days a week telephone call center managed by the Office of Inspector General. All incidents shall be reported to the CCC within two hours of the Provider’s staff learning of the incident.

Certified Minority Business Enterprise – A minority-owned business that has been certified by the certifying organization or jurisdiction in accordance with s. 287.0943(1) and (2), 288.703(4), Florida Statutes.

Compliance – The complete fulfillment of the terms and conditions of the contract in accordance with the Department’s policies, rules, and regulations. See also Prevailing Practice.

Confidential Information – All materials obtained and compiled by the Contract Managers/Program Monitors are non-public records and not discussed with or disclosed to anyone except the Contract Manager’s/Program Monitor’s supervisors. After the final report has been submitted, records that are restricted, such as client identification, remain secret; other working papers are public record.
**Contract** – For the purpose of this document a contract is a formal written agreement between the Department and an individual or organization for the procurement of commodities or services. The Department’s standard contract for services may consist of the contract terms and conditions, scope of services, exhibits, attachments, amendments, renewal(s), and those portions of the Provider’s proposal that have been incorporated by reference. Pursuant to Chapter 287, Florida Statutes, a contract must be executed by both parties and in effect prior to services being rendered.

**Contract Administration** – The unit within the Bureau of Contracting and Purchasing responsible for procuring services greater than $25,000 on behalf of the Department.

**Contract Administrator** – The Department staff person designated by Florida Statutes to maintain a contract file and financial information on all contractual services, and serves as a liaison with the contract managers and the Department.

**Contract Closeout** – The final process or final steps to be taken upon completion or termination of a contract. This procedure may include such operations as processing final payment, recovering all equipment purchased according to the terms of the contract, or recovering any overpayment.

**Contract Compliance and Monitoring Archive Library (CCMAL)** – The application and folders used to archive monitoring and contract compliance documentation not found in RSMS for safe-keeping and enhance communication and collaboration for monitoring activities.

**Contract Default** – The failure to perform or meet one or more contract provisions.

**Contract Duration** – The length of time for which a contract is legally binding on both parties. It is normally specified in the contract under the “effective” and “ending” dates.

**Contract Manager** – Employee of the department who is responsible for enforcing performance of the contract terms and conditions and serves as a liaison between the Department and the contract Provider. See “Contract Managers/Program Monitors.”

**Contract Manager/Program Monitor Reference Manual** – A manual that provides Contract Managers/Program Monitors examples of the information sources that they can use in order to perform monitoring duties. These sources of information may be obtained from their observations made on-site, reviews of written documentation, and interviews with youth and facility staff.

**Contract Managers/Program Monitors** – The Regional staff in Residential Services who perform the dual functions of program monitoring and contract management. Contract Managers/Program Monitors perform all tasks associated with managing residential contracts and monitoring those contracts as well as monitoring program services in residential facilities. Staff may not be designated as Contract Managers/Program Monitors unless they have received training in the Contract Management/Program Monitoring process.
Contract Manager’s File – Files maintained in the Contract Manager’s/Program Monitor’s office containing information related to the operation of the program, contract, invoicing and payment, and other contract-related documents.

Contract Renewal – Contracting for the same services with the same Provider for period after the initial contract period and pursuant to contract terms specifically providing for such renewal. Except for emergency or single source procurements, a renewal may be used in any contract for services or commodities. Pursuant to s. 287.012 (14), Florida Statutes, a competitively bid contract may not be renewed unless there was a renewal provision in the RFP, ITB or ITN. The exercise of the renewal option is at the Department’s sole discretion and is contingent, at a minimum, upon satisfactory performance, the Provider’s compliance with all of the Department’s policies and procedures, subject to the availability of funds and other factors deemed relevant by the Department.

Contract Terms – The conditions, obligations, rights, price, and other provisions that are specified in a contract.

Contractor – The person or entity who contracts to sell services or commodities to an agency; s. 287.012(8). The Department uses the term “Provider” in lieu of the term “contractor” in its contracts and contract-related activities.

Corrective Actions – Outcome-based measures of remediation the Provider is required to make in response to Department findings of unacceptable performance, nonperformance, or noncompliance with the terms and conditions of a contract.

Critical Issue – An identified Critical Issue and or Critical Deficiency is the absence of a component essential to service delivery or the verification that the delivery of an essential service has been compromised.

Cure Letter – Written notice to the Provider that the Department has noted a deficiency or deficiencies in the Provider’s performance under the contract, which may result in termination of the contract unless corrected within a specified time frame.

Data Security – The protection of Department information from unauthorized use, modification, destruction, disclosure, or dissemination.

Department – Florida Department of Juvenile Justice or DJJ, unless otherwise stated.

Disallowable Expenditures – Expenses that are not included in the contractual agreement, and therefore are deemed inappropriate for payment.

Emergency Response Transition – The DJJ plan that would be in effect in the event that safety and security is a threat within a program.

Entrance Conference – The Entrance Conference is a DJJ required meeting with the Program Superintendent or designee to present expectations for the Contract Manager’s/Program Monitor’s site visit, including the topic and scope of the monitoring review through completion of the Program Monitoring Instrument to assess contract compliance and to follow up on any pending corrective action plans.

Exhibit – An attachment to the contract that concerns contract terms and conditions that is not specific to the program being procured. The Department
uses the term “exhibit” in order to avoid confusion and to allow for clearer referencing.

**Exit Conference** – The final step in the site visit process and is held in accordance with Department Policies and Procedures. In this meeting, the Department provides immediate feedback to the Program Superintendent or designee of any problems, issues, or deficiencies that were noted and provides notice and timeframe for of any necessary corrective action.

**Facility Services Section** – Within the Bureau of General Services, the Facility Services Section is responsible for providing consulting and technical assistance services relating to new construction and maintenance and repairs to other entities in the Department and private Providers when needed. Facility services is also responsible for procuring and tracking and coordinating construction work in progress as appropriate; assessing conditions of DJJ facilities to identify needs for agency Legislative Budget Requests (LBRs); and assessing the values of DJJ facilities for insurance purposes.

**Findings** – Material results and observations derived from the Program Monitoring that identify the Provider’s failure to comply with specific terms and conditions of the contract as it relates to the Provider’s service delivery, operations, and financial stability. If a Contract Manager/Program Monitor makes a “finding,” then he/she is required to issue a demand for corrections.

**Forms** – All DJJ approved monitoring forms will be posted in the Forms Library located on the Departments website. These forms are useful tools in conducting programmatic and contract monitoring.

**General Services, Bureau of** – DJJ Bureau that is responsible for providing consulting and technical assistance services relating to new construction and the maintenance and repairs of state-owned property to other entities in the Department and private Providers when needed.

**Lobbying** – The practice of attempting to directly influence the actions of government. The goal of lobbying is to convince government to follow policies desired by the lobbyist.

**Major Deficiencies** – A contractual and/or program deficiency that results in an interruption of service delivery and/or the receipt of public funds for program services not delivered, (i.e. vocational and/ or educational instruction or MHOS/RSAT groups not provided, yet billed) or repeated minor deficiencies that indicate no progress is being made to correct the deficiency. These deficiencies require a corrective action plan and/or penalties.

**Managerial Data** – The Provider’s policies and procedural records, including budgets, personnel, and inventory.

**Manner and Service Provision** – This section of the contract details the service tasks, staffing requirements, service location and equipment, deliverables, performance specifications, Provider responsibilities, and Department responsibilities. It also includes outcome measures and performance standards for the contract. The Manner and Service Provision is sometimes referred to in the Request for Proposals or Contract as “Services To Be Provided” and “Scope of Services.”
Method of Payment – This section of the contract specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be itemized on invoices, the frequency with which invoices will be submitted to the Department, and any special conditions pertaining to payment of contract invoices.

Minor Deficiencies – Unintentional and non-systemic mistakes that do not result in reduced or substandard program service nor are fraudulent transactions. Minor deficiencies can be readily adjusted without the need of a corrective action plan or penalties.

Monitoring – The active oversight of Provider performance and includes the acquisition, review, reporting, and follow-up on information to ensure (1) the Providers’ compliance with terms and conditions of contracts and any applicable laws, rules, policies, and procedures; (2) the Providers’ fiscal responsibility; and (3) that corrective actions are implemented if required.

Monitoring Levels. The degree of compliance review (low, medium, or high) assigned to each Provider according to the amount of risk assumed by the Department with each contract, as determined by the Risk Assessment Instrument.

Monitoring Plan – The activities to be conducted and instruments to be used for monitoring each program.

Monthly Statistical Program Report – Standard DJJ-approved report, in RSMS, completed by the Program Superintendent and submitted, along with the monthly invoice, no later than the 10th of each month.

Non-traditional site visits – An on site visit to a program that is conducted prior to 8 am or after 5 pm Monday through Friday, on the weekend or holiday.

Outcome Based Corrective Action Plan (OBCAP) – Outcome-based measures of remediation with short-, mid-, and long-term benchmarks to accomplish the corrective action. The OBCAP is prepared by the Provider, must be approved by the Department, and consists of the mutually agreed-upon plan by which corrective action will be accomplished.

Performance Standards – Quantitative statements that specify the level of accomplishment of an outcome or output measure contained in the Attachment of the Provider’s contract.

Performance-Based Contract – A contract that contains quantitative or qualitative indicators (performance measures) used to assess a Provider’s performance against a specified level of performance of an output or outcome (performance standard). Examples of performance measures include but are not limited to: (1) zero escapes from the residential facility; and (2) at least a satisfactory or higher rating, overall, on the annual Quality Assurance (QA) review.

Post-Operational Reviews – These reviews are conducted after the pre-operational audit and after the facility administration has been able to implement and complete any corrective actions that occurred following the pre-operational audit. A team of regional staff, and often headquarters staff, comprise the audit team. This audit is usually conducted 90 days following the pre-operational audit. Post-operational audit training is conducted by headquarters or regional staff.
Pre-Operational Reviews – These reviews are conducted prior to (at least 30 days prior to a program opening) or shortly after a new program becomes operational and begins taking admissions. A team of regional staff, and often headquarters staff, comprise the audit team. Pre-operational audit training is conducted by trained headquarters or regional staff.

Primary Point of Contact – For the Department, the primary point of contact is the Contract Manager/Program Monitor who is responsible for enforcing the performance of the contract terms and conditions and serves as the Department’s liaison with the contractor/Provider. The Provider’s primary point of contact is the employee delegated to serve as the Provider’s representative and liaison to the Department.

Program Director/Superintendent – The on-site administrator of a residential commitment program; and the person accountable for the operation of the program.

Programmatic Monitoring – Refers to monitoring the services and activities carried out by the Providers and state-operated programs.

Quality Assurance – Developed in accordance with 985.632(5), the process for the statewide assessment of program performance in areas such as operations, management, and service delivery. The Bureau of Quality Assurance is the office within the department responsible for overseeing this process.

Reference Guide for State Expenditures – This guide, developed by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, provides information regarding requirements applicable to various categories of spending.

Request for proposals - A written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the agency to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the agency is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is electronically posted.

Residential Positive Achievement Change Tool (RPACT) – The Department’s risk/needs assessment instrument used to determine youth’s criminogenic needs to assist with individualizing interventions and identify programming needs within the residential setting.

Residential Services Management System (RSMS) - A web-based component of JJIS and software application originally developed for Residential Services, and enhanced to include Probation and Community Intervention. RSMS is designed to store information pertaining to each residential commitment and probation program’s performance that, in the case of a contracted program, reflects the program’s compliance with their contract terms and conditions.

Restorative Justice – A framework for juvenile justice reform that seeks to engage victims, offenders and their families, other citizens, and community groups both as clients of juvenile justice services and as resources in an effective response to youth crime.
Risk Assessment – The Department-approved instrument used to determine the frequency of site visits to the program. Risk levels are determined by completing a risk assessment instrument which considers certain risk criteria.

Self-Evaluation – A required contract monitoring instrument that must be completed by the Provider and returned to the Department. This instrument is used in conjunction with the Annual Administrative Monitoring instrument to assist the Contract Manager/Program Monitor in the completion of the Annual Administrative Monitoring.

Specialized Services Treatment Technical Assistance Guide – A guide that focuses on providing practical information regarding Specialized Treatment Services delivery in each of the following areas of service: (1) Mental Health and Substance Abuse Screening and Assessments; (2) Mental Health and Substance Abuse Treatment Planning; (3) Specialized Treatment Professionals; (4) Specialized Clinical/Therapeutic Services; (5) Suicide Prevention; and (6) Specialized Treatment Transition. The guide focuses primarily on the review/monitoring of specialized treatment services in residential programs designated as “Specialized Needs Services Programs” or designated to provide “Specialized Needs Overlay Services.” It also provides practical information to assist in the review/monitoring of mental health services and substance abuse services provided within general residential programs.

Subcontract – A written contract between the Provider and another entity to deliver program services. The subcontract must contain all applicable terms and conditions of the original contract and prior approval from the Department for the use of subcontractors in performing services under the contract.

Terms and conditions of contract – Administrative and programmatic requirements that are mandated for the parties to an agreement.

Unannounced Visits – On-site monitoring visits conducted by the Contract Manager/Program Monitor, during normal business hours and nontraditional hours, which are not prearranged with the Provider.

Unqualified Audit Opinion – A type of audit opinion that provides reasonable assurance that the financial statements of an entity present fairly the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles.

Monitoring instruments – The major reference materials used to document the Contract Manager’s/Program Monitor’s review and also used to enable other appropriate parties to see the evidence that supports the Contract Manager’s/Program Monitor’s conclusions and recommendations.
Appendix B – F.S. 287.057
Procurement of Commodities or Contractual Services

287.057  Procurement of commodities or contractual services.--
(1)(a) Unless otherwise authorized by law, all contracts for the purchase of commodities or contractual services in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO shall be awarded by competitive sealed bidding. An invitation to bid shall be made available simultaneously to all vendors and must include a detailed description of the commodities or contractual services sought; the time and date for the receipt of bids and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability of the bid. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to bid. The bid shall include the price for each year for which the contract may be renewed. Evaluation of bids shall include consideration of the total cost for each year as submitted by the vendor. Criteria that were not set forth in the invitation to bid may not be used in determining acceptability of the bid.

(b) The contract shall be awarded with reasonable promptness by written notice to the responsible and responsive vendor that submits the lowest responsive bid. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid.

(2)(a) If an agency determines in writing that the use of an invitation to bid is not practicable, commodities or contractual services shall be procured by competitive sealed proposals. A request for proposals shall be made available simultaneously to all vendors, and must include a statement of the commodities or contractual services sought; the time and date for the receipt of proposals and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The relative importance of price and other evaluation criteria shall be indicated. If the agency contemplates renewal of the commodities or contractual services contract, that fact must be stated in the request for proposals. The proposal shall include the price for each year for which the contract may be renewed. Evaluation of proposals shall include consideration of the total cost for each year as submitted by the vendor.

(b) The contract shall be awarded to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and the other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

(3)(a) If the agency determines in writing that the use of an invitation to bid or a request for proposals will not result in the best value to the state, the agency may procure commodities and contractual services by competitive sealed replies. The agency’s written determination must specify reasons that explain why negotiation may be necessary in order for the state to achieve the best value and must be
approved in writing by the agency head or his or her designee prior to the advertisement of an invitation to negotiate. An invitation to negotiate shall be made available to all vendors simultaneously and must include a statement of the commodities or contractual services sought; the time and date for the receipt of replies and of the public opening; and all terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to negotiate. The reply shall include the price for each year for which the contract may be renewed.

(b) The agency shall evaluate and rank responsive replies against all evaluation criteria set forth in the invitation to negotiate and shall select, based on the ranking, one or more vendors with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state. The contract file must contain a short plain statement that explains the basis for vendor selection and that sets forth the vendor's deliverables and price, pursuant to the contract, with an explanation of how these deliverables and price provide the best value to the state.

(4) Prior to the time for receipt of bids, proposals, or replies, an agency may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

(5) When the purchase price of commodities or contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, no purchase of commodities or contractual services may be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless:

(a) The agency head determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the state requires emergency action. After the agency head makes such a written determination, the agency may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. However, such emergency procurement shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the agency determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the state. The agency shall furnish copies of all written determinations certified under oath and any other documents relating to the emergency action to the department. A copy of the statement shall be furnished to the Chief Financial Officer with the voucher authorizing payment. The individual purchase of personal clothing, shelter, or supplies which are needed on an emergency basis to avoid institutionalization or placement in a more restrictive setting is an emergency for the purposes of this paragraph, and the filing with the department of such statement is not required in such circumstances. In the case of the emergency purchase of insurance, the period
of coverage of such insurance shall not exceed a period of 30 days, and all such emergency purchases shall be reported to the department.

(b) The purchase is made by an agency from a state term contract procured, pursuant to this section, by the department or by an agency, after receiving approval from the department, from a contract procured, pursuant to subsection (1), subsection (2), or subsection (3), by another agency.

(c) Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. When an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the agency shall:

1. Provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. 120.57(3), if the amount of the contract does not exceed the threshold amount provided in s. 287.017 for CATEGORY FOUR.

2. Request approval from the department for the single-source purchase, if the amount of the contract exceeds the threshold amount provided in s. 287.017 for CATEGORY FOUR. The agency shall initiate its request for approval in a form prescribed by the department, which request may be electronically transmitted. The failure of the department to approve or disapprove the agency’s request for approval within 21 days after receiving such request shall constitute prior approval of the department. If the department approves the agency’s request, the agency shall provide notice of its intended decision to enter a single-source contract in the manner specified in s. 120.57(3).

(d) When it is in the best interest of the state, the secretary of the department or his or her designee may authorize the Support Program to purchase insurance by negotiation, but such purchase shall be made only under conditions most favorable to the public interest.

(e) Prescriptive assistive devices for the purpose of medical, developmental, or vocational rehabilitation of clients are excepted from competitive-solicitation requirements and shall be procured pursuant to an established fee schedule or by any other method which ensures the best price for the state, taking into consideration the needs of the client. Prescriptive assistive devices include, but are not limited to, prosthetics, orthotics, and wheelchairs. For purchases made pursuant to this paragraph, state agencies shall annually file with the department a description of the purchases and methods of procurement.

(f) The following contractual services and commodities are not subject to the competitive-solicitation requirements of this section:

1. Artistic services.
2. Academic program reviews.
3. Lectures by individuals.
4. Auditing services.
5. Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.
6. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration.
7. Services provided to persons with mental or physical disabilities by not-for-profit corporations which have obtained exemptions under the provisions of s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by the provisions of Office of Management and Budget Circular A-122. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
8. Medicaid services delivered to an eligible Medicaid recipient by a health care provider who has not previously applied for and received a Medicaid provider number from the Agency for Health Care Administration. However, this exception shall be valid for a period not to exceed 90 days after the date of delivery to the Medicaid recipient and shall not be renewed by the agency.
9. Family placement services.
10. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
11. Training and education services provided to injured employees pursuant to s. 440.491(6).
12. Contracts entered into pursuant to s. 337.11.
13. Services or commodities provided by governmental agencies.
(g) Continuing education events or programs that are offered to the general public and for which fees have been collected that pay all expenses associated with the event or program are exempt from requirements for competitive solicitation.
(6) If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the department or other agency may negotiate on the best terms and conditions. The department or other agency shall document the reasons that such action is in the best interest of the state in lieu of resoliciting competitive sealed bids, proposals, or replies. Each agency shall report all such actions to the department on a quarterly basis, in a manner and form prescribed by the department.
(7) Upon issuance of any solicitation, an agency shall, upon request by the department, forward to the department one copy of each solicitation for all commodity and contractual services purchases in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. An agency shall also, upon request, furnish a copy of all competitive-solicitation tabulations. The Office of Supplier Diversity may also request from the agencies any information submitted to the department pursuant to this subsection.
(8)(a) In order to strive to meet the minority business enterprise procurement goals set forth in s. 287.09451, an agency may reserve any contract for
competitive solicitation only among certified minority business enterprises. Agencies shall review all their contracts each fiscal year and shall determine which contracts may be reserved for solicitation only among certified minority business enterprises. This reservation may only be used when it is determined, by reasonable and objective means, before the solicitation that there are capable, qualified certified minority business enterprises available to submit a bid, proposal, or reply on a contract to provide for effective competition. The Office of Supplier Diversity shall consult with any agency in reaching such determination when deemed appropriate.

(b) Before a contract may be reserved for solicitation only among certified minority business enterprises, the agency head must find that such a reservation is in the best interests of the state. All determinations shall be subject to s. 287.09451(5). Once a decision has been made to reserve a contract, but before sealed bids, proposals, or replies are requested, the agency shall estimate what it expects the amount of the contract to be, based on the nature of the services or commodities involved and their value under prevailing market conditions. If all the sealed bids, proposals, or replies received are over this estimate, the agency may reject the bids, proposals, or replies and request new ones from certified minority business enterprises, or the agency may reject the bids, proposals, or replies and reopen the bidding to all eligible vendors.

(c) All agencies shall consider the use of price preferences of up to 10 percent, weighted preference formulas, or other preferences for vendors as determined appropriate pursuant to guidelines established in accordance with s. 287.09451(4) to increase the participation of minority business enterprises.

(d) All agencies shall avoid any undue concentration of contracts or purchases in categories of commodities or contractual services in order to meet the minority business enterprise purchasing goals in s. 287.09451.

(9) An agency may reserve any contract for competitive solicitation only among vendors who agree to use certified minority business enterprises as subcontractors or subvendors. The percentage of funds, in terms of gross contract amount and revenues, which must be expended with the certified minority business enterprise subcontractors and subvendors shall be determined by the agency before such contracts may be reserved. In order to bid on a contract so reserved, the vendor shall identify those certified minority business enterprises which will be utilized as subcontractors or subvendors by sworn statement. At the time of performance or project completion, the contractor shall report by sworn statement the payments and completion of work for all certified minority business enterprises used in the contract.

(10) An agency shall not divide the procurement of commodities or contractual services so as to avoid the requirements of subsections (1) through (5).

(11) A contract for commodities or contractual services may be awarded without competition if state or federal law prescribes with whom the agency must contract or if the rate of payment is established during the appropriations process.

(12) If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise.
(13) Extension of a contract for contractual services shall be in writing for a period not to exceed 6 months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

(14)(a) Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (5)(a) and (c) may not be renewed. With the exception of subsection (13), if a contract amendment results in a longer contract term or increased payments, a state agency may not renew or amend a contract for the outsourcing of a service or activity that has an original term value exceeding the sum of $10 million before submitting a written report concerning contract performance to the Governor, the President of the Senate, and the Speaker of the House of Representatives at least 90 days before execution of the renewal or amendment.

(15) For each contractual services contract, the agency shall designate an employee to function as contract manager who shall be responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor. The agency shall establish procedures to ensure that contractual services have been rendered in accordance with the contract terms prior to processing the invoice for payment.

(16) Each agency shall designate at least one employee who shall serve as a contract administrator responsible for maintaining a contract file and financial information on all contractual services contracts and who shall serve as a liaison with the contract managers and the department.

(17) For a contract in excess of the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency head shall appoint:

(a) At least three persons to evaluate proposals and replies who collectively have experience and knowledge in the program areas and service requirements for which commodities or contractual services are sought.
(b) At least three persons to conduct negotiations during a competitive sealed reply procurement who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for which commodities or contractual services are sought. When the value of a contract is in excess of $1 million in any fiscal year, at least one of the persons conducting negotiations must be certified as a contract negotiator based upon rules adopted by the Department of Management Services in order to ensure that certified contract negotiators are knowledgeable about effective negotiation strategies, capable of successfully implementing those strategies, and involved appropriately in the procurement process. At a minimum, the rules must address the qualifications required for certification, the method of certification, and the procedure for involving the certified negotiator. If the value of a contract is in excess of $10 million in any fiscal year, at least one of the persons conducting negotiations must be a Project Management Professional, as certified by the Project Management Institute.

(18) A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

(19) Each agency shall establish a review and approval process for all contractual services contracts costing more than the threshold amount provided for in s. 287.017 for CATEGORY THREE which shall include, but not be limited to, program, financial, and legal review and approval. Such reviews and approvals shall be obtained before the contract is executed.

(20) In any procurement that costs more than the threshold amount provided for in s. 287.017 for CATEGORY TWO and is accomplished without competition, the individuals taking part in the development or selection of criteria for evaluation, the evaluation process, and the award process shall attest in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected.

(21) Nothing in this section shall affect the validity or effect of any contract in existence on October 1, 1990.

(22) An agency may contract for services with any independent, nonprofit college or university which is located within the state and is accredited by the Southern Association of Colleges and Schools, on the same basis as it may contract with any state university and college.

(23) The department, in consultation with the Agency for Enterprise Information Technology and the Comptroller, shall develop a program for online procurement of commodities and contractual services. To enable the state to promote open competition and to leverage its buying power, agencies shall participate in the online procurement program, and eligible users may participate in the program.
Only vendors prequalified as meeting mandatory requirements and qualifications criteria may participate in online procurement.

(a) The department, in consultation with the agency, may contract for equipment and services necessary to develop and implement online procurement.

(b) The department, in consultation with the agency, shall adopt rules, pursuant to ss. 120.536(1) and 120.54, to administer the program for online procurement. The rules shall include, but not be limited to:
   1. Determining the requirements and qualification criteria for prequalifying vendors.
   2. Establishing the procedures for conducting online procurement.
   3. Establishing the criteria for eligible commodities and contractual services.
   4. Establishing the procedures for providing access to online procurement.
   5. Determining the criteria warranting any exceptions to participation in the online procurement program.

(c) The department may impose and shall collect all fees for the use of the online procurement systems.
   1. The fees may be imposed on an individual transaction basis or as a fixed percentage of the cost savings generated. At a minimum, the fees must be set in an amount sufficient to cover the projected costs of the services, including administrative and project service costs in accordance with the policies of the department.
   2. If the department contracts with a provider for online procurement, the department, pursuant to appropriation, shall compensate the provider from the fees after the department has satisfied all ongoing costs. The provider shall report transaction data to the department each month so that the department may determine the amount due and payable to the department from each vendor.
   3. All fees that are due and payable to the state on a transactional basis or as a fixed percentage of the cost savings generated are subject to s. 215.31 and must be remitted within 40 days after receipt of payment for which the fees are due. For fees that are not remitted within 40 days, the vendor shall pay interest at the rate established under s. 55.03(1) on the unpaid balance from the expiration of the 40-day period until the fees are remitted.
   4. All fees and surcharges collected under this paragraph shall be deposited in the Operating Trust Fund as provided by law.

(24) Each solicitation for the procurement of commodities or contractual services shall include the following provision: "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."
Appendix C – Conflict of Interest Statement

Department of Juvenile Justice
Contract Management/Program Monitoring
Conflict of Interest Statement

Provider

Contract Manager/Program Monitor Name

Ethical conduct for state employees is prescribed by Ch. 112, Part III, F.S. as well as State of Florida Employee Handbook 111, J. The intent of these provisions requires monitors to render impartial and unbiased judgments based upon their review of Provider compliance with the terms and conditions of departmental contracts.

To help ensure that monitors meet state standards for independence and impartiality, the department requires that each employee participating in the monitoring of a contract Provider disclose any impairment to his or her independence.

Employees must also acknowledge their obligation to report any impairment to their independence, including any situations that may be perceived as impairment.

Potential impairments include any relationship (e.g., personal, family, or business) with key Provider personnel or a business interest, direct or indirect, in the entity being monitored.

CERTIFICATION (Check and sign the appropriate choice only: A or B)

A. _____ To the best of my knowledge and belief, I have no known or potential impairments to my independence. In the event that any impairment occurs, I acknowledge my obligation to disclose it promptly to my supervisor.

Signature .................................................. Date ____________

B. _____ I do have actual or potential impairments to my independence that are disclosed below. Please state name, relationship, job position and area of responsibility of any relatives or personal friends working for the Provider.

Signature .................................................. Date ____________
Potential impairment(s): (Use as much space as is necessary to explain.)

For the Program Support Supervisor/SMA II/Regional Director or designee:

The conditions stated as potential impairments (do, do not) constitute a conflict of interest that bars (employee’s name) participation in monitoring the above-named Provider.

Signature ________________________________ Date ____________
Appendix D – Mandatory RFP Site Visit

What Detention/Probation Superintendents/Contract Managers Need to Know
When a Request for Proposal (RFP) states a “Mandatory” Site Visit for Prospective Providers Shall be Conducted

SUMMARY

The Department acknowledges that prospective Providers may have an interest in attending a site visit of a state-owned or leased facility that has a Request for Proposal (RFP) posted in order to assess the feasibility of the company or agency submitting a proposal. A site visit may provide valuable information for a prospective Provider in terms of preparing a realistic proposal for program operations and budget needs.

Detention/Probation Requests for Proposals (RFPs) that are posted for state-owned or leased facilities include a reference to a site visit. Attendance at these site visits is either optional or mandatory. The determination to identify whether or not attendance at a site visit should be optional or mandatory for prospective Providers is made jointly by staff from the respective Regional office and Detention/Probation Services unit.

In years past, the site visit was often used as a “bidders conference” – that allowed for a tour of the site and a question/answer period. This is no longer the function of site visits. The current purpose of site visits is to conduct a tour of the site and not answer questions or accept questions. All questions pertaining to the RFP must be forwarded to the Contract Administrator that is overseeing the procurement process.

Each RFP includes a timeframe for prospective Providers to submit written questions to the Department and promptly receive answers, from the Department, to the questions. The Department posts all questions and answers so that all prospective Providers are provided with the same response to the questions and answers. Prospective Providers that attend site visit often submit questions that were raised during the course of the site visit.

HOW TO CONDUCT A SITE VISIT

The Department staff person who normally conducts the site visit is the Regional Contract Manager (CM). Prior to a site visit, it is recommended that the CM print out a copy of the RFP and any Addenda that have been posted. Having a hard copy of these documents may be helpful to the CM during the procurement process as well as the site visit. The steps the CM should follow in conducting a site visit include:

1. Develop a sign-in sheet and have all attendees sign in. An example of a sign-in sheet is attached.
2. Explain the sole purpose of the site visit – it’s a tour.
3. Explain that **no questions/answers** will be addressed during the tour.
4. Explain all questions shall be written and faxed or emailed to the Contract Administrator (CA) who is overseeing the RFP.
5. Conduct the tour. It is acceptable to explain the physical plant to the attendees as you are conducting the tour and what the attendees are seeing, such as describing the different areas as you enter the area (i.e., “This is the kitchen area” or “This is the area for youth rooms”, etc.). If attendees have any questions about the physical plant, the CM shall request that they write down the question and submit it to the CA following the site visit.
6. Once the entire physical plant has been toured, the CM shall terminate the tour and the attendees will be required to leave the premises.
7. Upon return to the office, the CM shall fax the completed sign-in sheet to the CA for inclusion in the Department’s original contract file.
8. If any issues come up during the site visit that may impact on the procurement process, the CM is encouraged to forward an email to the CA and Detention/Probation Service Unit and note the issue(s).
## SITE VISIT SIGN-IN SHEET

Name of Program: 

RFP/Contract Number: 

Date and Time of Site Visit: 

Region: 

Regional Staff’s Name: 

(staff conducting the site visit)

<table>
<thead>
<tr>
<th>Name of Attendee (please print legibly)</th>
<th>Name of Company or Agency</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Please fax a copy of this completed sign-in sheet (and mail the original) to the Contract Administrator that is overseeing this RFP
<table>
<thead>
<tr>
<th>Program Service Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>• IDDS,</td>
</tr>
<tr>
<td>• Day Treatment,</td>
</tr>
<tr>
<td>• Conditional Release,</td>
</tr>
<tr>
<td>• Comp Eval,</td>
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<tr>
<td>• Sex Offender Counseling,</td>
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<tr>
<td>• Mental Health Counseling,</td>
</tr>
<tr>
<td>• Substance Abuse Counseling,</td>
</tr>
<tr>
<td>• Behavior Management,</td>
</tr>
<tr>
<td>• Community Based Intervention Services,</td>
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<tr>
<td>• JAC Administration,</td>
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<tr>
<td>• JAC Detention Screening,</td>
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<tr>
<td>• JAC Non-Detainable Screening,</td>
</tr>
<tr>
<td>• Respite,</td>
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<tr>
<td>• Independent Living,</td>
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<tr>
<td>• Vocational Training Services</td>
</tr>
</tbody>
</table>
Number of Slots (if applicable):  Serves Circuits:

Payment Method:  □ monthly,  □ filled/unfilled slot,  □ cost reimbursement,  □ Fee Schedule,  □ Available Slot,  □ Daily Rate

Annual Contract Amount:

Monitoring Information:
1. Have there been any minor deficiencies that have not been resolved during the time the first verification monitoring was conducted?  □ Yes □ No If yes, please describe.

2. Describe both resolved and pending major deficiencies/OBCAPs including any contract actions taken. (for example, payment reduction, freezing of admissions, cure letter, notice of default, etc).

3. Is the program experiencing performance related issues that they are currently working to resolve not listed in numbers 1 and 2 above?  □ Yes □ No If yes, please describe.

4. List the last two final QA scores with dates:

5. Did the program perform minimally or fail any QA Standards in the most recent review?  □ Yes □ No If yes, which Standards?

6. Were these same Standards rated “Failed to meet Standards” or “Minimal” in past reviews?  □ Yes □ No If yes, please list which ones.

7. What corrective action(s) has the Provider (Region or Circuit) taken to correct the deficiencies?

    Have they been resolved?  □ Yes □ No If no, please provide details.

Performance Information
1. What is the contracted length of service?
2. What is the actual contracted length of service?

3. Recidivism/success rate from most recent CAR (if applicable):
   □ Recidivism/□ Success

4. 2nd most recent recidivism/success rate from appropriate CAR (if applicable):
   □ Recidivism/□ Success

5. 3rd most recent recidivism/success rate from appropriate CAR (if applicable):
   □ Recidivism/□ Success

6. Utilization rate of the past 12 months (for slot driven programs):

7. Number of youth served: (applicable to comp evals, mental health/substance abuse/sex offender counseling programs, JAC, PAL, etc)

8. Number of reported and substantiated incidents over the past 12 months, if applicable:
   a. Failure to report          reported   substantiated
   b. Abscond                  reported   substantiated
   c. Falsification of records reported   substantiated

9. Number of youth terminated from the program unsuccessfully.  (For example, transfers, new charges resulting in termination, absconds resulting in termination, etc.)

10. Number of PAR incidents, if applicable, during the last 12 months. Of these, how many were level 2 physical restraints (as defined on page 6
of the PAR Policy), level 3 mechanical restraints (as defined on page 6 of the PAR policy).

11. What is the turnover percentage rate of direct care staff during the last 12 months?

12. What is the staff vacancy rate for administrative staff during the last 12 months?

13. Are all staff properly trained in a timely manner in accordance with departmental policy or according to the contract, if different? □ Yes □ No

Comments:

14. When was the last time inventory was conducted, if applicable?

Have all properties been accounted for? □ Yes □ No

15. Are background screenings completed in accordance with DJJ policy? □ Yes □ No

Comments:

Renewal Options

□ Renew
□ Place out for Bid
□ Need additional Information
□ Other: __________________________________________

Rex Uberman, Assistant Secretary ______________________ Date
Residential Contracts
CONTRACT RENEWAL CONFERENCE CALLS
Program Profile

Program name: ___________  Contract #: ___________

Provider: ___________ Length of anticipated renewal: (renewal period)
Contract end date: ___________ Date profile completed: ___________
(date the contract or current renewal is supposed to end)

1. Description of current program type (include at minimum, risk level, length of stay, age, gender, location, per diem, and any specialized populations):

2. Last three final Q.A. scores.
   Year:    Score:
   Year:    Score:
   Year:    Score:

1. Last three final Q.A. scores.
   Year:    Score:
   Year:    Score:
   Year:    Score:

3. Did the program perform minimally or fail any Q.A. standards?

4. If yes, what standards?

5. Were these same standards rated “Failed to Meet Standards” or “Minimal” in past reviews?

6. What corrective action(s) has the Provider (or Region) taken to correct the deficiency(ies)?

7. Have the deficiencies been resolved?

8. Please provide details of unresolved deficiencies.
9. Recidivism score, if available.
   Year 1:
   Year 2:
   Year 3

10. Utilization rate during the last 12 months.

11. Average length of stay (ALOS) during the last 12 months.

12. Number of transfers that were approved (that weren't the result of a program closure or transitional/independent living placement) during the last 12 months.

13. Total number of substantiated critical incidents during the last 12 months.

14. Number of reported child abuse allegations during the last 12 months.

15. Of these allegations, the number of verified child abuse cases.

16. Number of staff arrested for offenses occurring at the facility during the last 12 months.

17. Number of staff arrested for offenses occurring outside the facility during the last 12 months.

18. Youth arrested for offenses occurring at the facility during the last 12 months.

19. Based on Regional Review, number considered appropriate.
20. Based on Regional Review, number considered inappropriate.

21. Number of outside calls to law enforcement (this may or may not include child abuse cases occurring at the facility) during the last 12 months.

22. Number of PAR incidents during the last 12 months.

23. Of these incidents, how many were:
   a. Level 2 Response, physical restraint (defined on page 2 of the PAR Rule)?
   b. Level 3 Response, mechanical restraint (defined on page 2 of the PAR Rule)?

24. Have there been confirmed incidents of falsification of records during the last 12 months?

25. What is the turnover percentage rate of direct care staff during the last 12 months?

26. List the titles of the direct care positions that are currently vacant.

27. What is the turnover rate of administrative staff during the last 12 months?

28. List the titles of administrative staff positions that are vacant.

29. Are all staff properly trained in a timely manner in accordance with Department policy or according to the contract, if different?

30. Does the contract have up to date language?

31. What is the balance of the Major Maintenance Fund?
32. When was the last inventory conducted? Have all properties been accounted for?

33. Are background screenings completed in accordance with DJJ policy?
**RESIDENTIAL INSTRUCTIONS**
FOR COMPLETING THE
CONTRACT RENEWAL CONFERENCE CALLS
Program Profile

Program name: ___________  Contract #: ___________

Provider: ___________, Length of anticipated renewal: (renewal period)
Contract end date: ___________, Date profile completed: ___________, (date the contract or current renewal is supposed to end)

1. Description of current program type (include at a minimum, risk level, length of stay, age, gender, location, per diem, and any specialized populations):
   Pretty much self-explanatory – just be brief

2. Last three final Q.A. scores.
   Year: ___________  Score: ___________
   Year: ___________  Score: ___________
   Year: ___________  Score: ___________

1. Last three final Q.A. scores.
   Year: ___________  Score: ___________
   Year: ___________  Score: ___________
   Year: ___________  Score: ___________

If you don’t already have the reports in your file - you can access the QA reports at the following link (subject to change):
<http://www.djj.state.fl.us/qa/residential_reports.html>
If additional reports are needed, they may be requested from QA.

If there are 3 years of scores (or less) notate the years and scores. The score shall include the “Overall Program Performance Rating” (a percentage) and the category for the score (currently includes 5 categories – Failed to Meet Standards, Minimal, Acceptable, Commendable and Exceptional.

3. Did the program perform minimally or fail any Q.A. standards?
   Answer YES/NO

4. If yes, what standards?
   List any of the standards that received a performance rating of Failed to Meet Standards or Minimal (by year). For example:
   2007 QA
   Management Accountability, Failed - 58%
Appendix E

Treatment Services, Minimal - 68%

Previous Year QA Score
Behavior Management, Minimal – 61%

5. Were these same standards rated “Failed to Meet Standards” or “Minimal” in past reviews?
Answer – YES/NO. If no, explain.

Note any of the standards that had repeated years of failed or minimal performance ratings. In the example given in #4 – you would note “Behavior Management” received Minimal scores for the last 2 years.

6. What corrective action(s) has the Provider (or Region) taken to correct the deficiency(ies)?
List the QA standards that received the failed or minimal rating and note if the Provider has submitted a corrective action plan or initiated corrective action(s).

7. Have the deficiencies been resolved?
Answer YES/NO

8. Please provide details of unresolved deficiencies.
If the answer to #7 is “NO”, list the area(s) that remain deficient and the Provider’s plan to correct and anticipated date the deficiency(ies) will be corrected.

9. Recidivism score, if available.
   Year 1:
   Year 2:
   Year 3
This data can be obtained from the DJJ website, for the most recent information please go to the Program Accountability then Quality Assurance section, scroll down to Annual Reports and click on “Comprehensive Accountability Report (2006 CAR)”, then scroll down to Residential Tables ” (they are listed by restrictiveness level) and the recidivism data is in the column entitled “Adjudications/Convictions” (percentage of youth who are re-adjudicated or convicted within 1 year of release). For previous year’s information, please go to Program Accountability then Research and Planning section, scroll down to the “Outcome Evaluation (OE) Reports” section and click on “Outcome Evaluation Reports”, click on “Residential”. Go to the section entitled “Recidivism by Residential Commitment Program” (they are listed by restrictiveness level) and the recidivism data is in the column entitled “Adjudications/Convictions” (percentage of youth who are re-adjudicated or convicted within 1 year of release).
Repeat the same process for the previous year reports.

10. Utilization rate during the last 12 months.
Some Monitors have access to the Juvenile Justice Information System (JJIS) data; otherwise your Regional Commitment Management staff can provide you with this data.

11. Average length of stay (ALOS) during the last 12 months.
We recommend that the Monitor obtain a copy of a JJIS census report for the program (the last full month) and be prepared to discuss observations of this report (such as, are there youth that are in the program that exceed the contracted length of stay and any explanations for unusual data).

12. Number of transfers that were approved (that weren’t the result of a program closure or transitional/independent living placement) during the last 12 months.
Some Monitors have access to JJIS data; otherwise your Regional Commitment Management staff can provide you with this data.

13. Total number of substantiated critical incidents during the last 12 months.
Some Monitors may have access to the Central Communication Center (CCC)/Office of the Inspector General’s database – otherwise Regional staff that have been trained to access this data can provide you with this data. Staff from the CCC are available to assist if needed. Monitors will need to complete some level of analysis of this data to provide the numbers. It’s important to remember that not all classifications will have findings of substantiated, unsubstantiated or inconclusive, but should still be counted for this category. These are the same incidents that are considered when conducting the annual risk assessment. Please use the classifications listed in Appendix F of the Contract Management and Program Monitoring Implementation Guidelines when completing this item. The guidelines can be found on the DJJ website at the following link (subject to change):
http://www.djj.state.fl.us/policies_procedures/indexoffices.html#Contracts

14. Number of reported child abuse allegations during the last 12 months.
The most accurate source of the data is the Department of Children and Families (DCF) office and the Monitor may request the data from the local DCF office.

15. Of these allegations, the number of verified child abuse cases.
Same as #14.
16. **Number of staff arrested for offenses occurring at the facility during the last 12 months.**

This number may be collected from a variety of methods. The Monitor may obtain some of this data from recollection; local law enforcement records; a review of Incident Reports to count the number of on-site staff arrests; and the Provider may self-report the data.

17. **Number of staff arrested for offenses occurring outside the facility during the last 12 months.**

This number may be collected from a variety of methods. The Monitor may obtain some of this data from recollection; local law enforcement records; a review of Incident Reports to count the number of off-site staff arrests; and the Provider may self-report the data.

18. **Youth arrested for offenses occurring at the facility during the last 12 months.**

This number may be collected from a variety of methods. The Monitor may obtain some of this data from recollection; JJIS (to count the number of youth placed in jail/detention for charges); review of Incident Reports to count the number of youth arrests; and the Provider may self-report the data.

19. **Based on Regional Review, number considered appropriate.**

The Region must review every youth arrest and determine if it was appropriate for the youth to be arrested.

20. **Based on Regional Review, number considered inappropriate.**

The Region must review every youth arrest and determine if it was appropriate for the youth to be arrested.

21. **Number of outside calls to law enforcement (this may or may not include child abuse cases occurring at the facility) during the last 12 months.**

This number may be collected from a variety of methods but the most accurate source of the data is local law enforcement records.

22. **Number of PAR incidents during the last 12 months.**

This number may be collected from a variety of methods. The Regional offices may have copies of the PAR reports or monthly summary reports or the Monitor may have to review the PAR data located at the program.

23. **Of these incidents, how many were:**
   a. **Level 2 Response, physical restraint (defined on page 2 of the PAR Rule)?**
   b. **Level 3 Response, mechanical restraint (defined on page 2 of the PAR Rule)?**

Same as #22.
24. Have there been confirmed incidents of falsification of records during the last 12 months?
Answer – YES/NO. If no, explain.

This data is based on the Monitor’s knowledge of any DJJ findings of falsification or self-reporting by the Provider.

25. What is the turnover percentage rate of direct care staff during the last 12 months?
This percentage may be collected from a variety of methods, including recollection, the Monthly Statistical Report; and the Provider may self-report the data. Many providers utilize a variety of staff to maintain the required staff to youth ratio. If staff are counted in the ratio they should be considered "direct care" for this purpose and title will vary considerably. The statistical report calculates the vacancy rate, not turnover rate. The turnover rate is easily calculated by dividing the number of employees terminated by the contracted FTE’s.

26. List the titles of the direct care positions that are currently vacant
List the titles of the direct care positions that are currently vacant. If staff are counted in the ratio they should be considered "direct care" for this purpose and title will vary considerably.

27. What is the turnover rate of administrative staff during the last 12 months?
Same as #25. Please provide the turnover rate

28. List the titles of administrative staff positions that are vacant.
List the titles of vacant administrative staff positions.

29. Are all staff properly trained in a timely manner in accordance with Department policy or according to the contract, if different?
Answer – YES/NO. If no, explain.

Review the contract. During routine monitoring activities (over the last year) the Monitor should have reviewed this information (include the month the data was monitored).

30. Does the contract have up to date language?
Answer – YES/NO. If no, explain.

Review the contract. If the Monitor knows of any language that needs to be amended (through formal contract action – an amendment) include what language needs to be amended.
31. What is the balance of the Major Maintenance Fund?
Review the contract. If the program is located in a state owned/leased facility and if the contract requires a major maintenance fund (MMF) – include the current balance of the MMF.

32. When was the last inventory conducted? Have all properties been accounted for?
Answer - YES/NO, if no, explain. Provide the date of the last DJJ property inventory (includes items valued at under and over $1000.00 in value).

33. Are background screenings completed in accordance with DJJ policy?
Answer – YES/NO. During routine monitoring activities (over the last year) the Monitor should have reviewed this information (include the month the data was monitored).
Appendix F – Notification Letter Template
(Must be placed on letterhead)

NOTIFICATION LETTER
CHANGE IN DEPARTMENT OF JUVENILE JUSTICE (DJJ)
CONTRACT MANAGER

DATE: ____________________________

Contract Number: ______________________
Program Name: ______________________
Provider Name: ______________________
Provider’s Contact Person: ______________

Provider’s Director/Superintendent

As per the contract requirements, any changes in the Contract Manager shall be provided in writing to the Provider’s contact person. Please be advised of the following change(s):

**DJJ Program Monitor:**
Address: ____________________________
Phone Number: _____________________
Email Address: ______________________
Effective Date of Change: ____________

**DJJ Contract Manager:**
Address: ____________________________
Phone Number: _____________________
Email Address: ______________________
Effective Date of Change: ____________

Please advise all appropriate company staff of this change. If you have any questions or concerns about this contract, please contact the Program Monitor noted above. Thank you for your attention to this matter.

Sincerely,

Monitor’s Name
Monitor’s Title
CC: Corporate Representative
Contract Administration, DJJ Contract File
Residential Program File
SMAI, SMAII
# Appendix G – CCC Incident Classifications for Risk Assessment

<table>
<thead>
<tr>
<th>Classification</th>
<th>Definitions</th>
<th>Branch</th>
<th>When to Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abscond - Commitment</td>
<td>When a youth is on commitment status and his/her whereabouts become unknown but is not considered an escapee.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Abscond - Improper Release</td>
<td>When a youth has been released due to the negligence of a DJJ facility, contracted facility, shelter site, or assessment center.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Abscond - Minimum-Risk</td>
<td>When the whereabouts become unknown for a youth committed to minimum-risk supervision.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Abscond - Other</td>
<td>Other Absconds not listed in the Classification Description.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Abscond - Pre-Placement</td>
<td>When a youth is on pre-placement status and his whereabouts become unknown.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Abusive Sexual Contacts (PREA -Occurring in a program)</td>
<td>Contact of any person without his or her consent, or of a person who is unable to consent or refuse; and intentional touching, either directly or through clothing, of the genitalia, anus, groin, breast, inner thigh or buttocks of any person.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Arrest of Staff</td>
<td>When a staff person is arrested for allegedly committing a violation of law.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Arrest of Staff, Domestic Violence</td>
<td>When a staff person is arrested for allegedly committing a violation of Domestic Violence.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Arrest of Staff, Sexual Offense</td>
<td>When a staff person is arrested for allegedly committing a sexual violation of law.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Arson</td>
<td>A youth is arrested and/or charged with the willfully and unlawfully commission of any felony, by fire or explosion.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Attempted Escape</td>
<td>When a youth attempts to leave w/o permission or authority or the discovery of a plan to leave from a secure detention, Maximum or High risk facility. This also includes assessment centers.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Battery on Staff</td>
<td>A youth is arrested and/or charged in the actual and intentionally touch or strike of a staff person against their will; or intentionally causes bodily harm to the staff person.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Bomb Threats</td>
<td>A youth is arrested and/or charged with making a Bomb Threat.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Classification</td>
<td>Definitions</td>
<td>Branch</td>
<td>When to Count</td>
</tr>
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</tr>
<tr>
<td>Closure</td>
<td>A program experiences a situation which requires the closure of the program.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Confidentiality Violation</td>
<td>When staff is alleged to have shared information verbally or in written form, which is otherwise protected by law (youth information, criminal history, etc.)</td>
<td>Probation Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Consensual Sexual Activity</td>
<td>A youth is alleged to being involved or having sex by consent.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Contraband/Controlled Substance, Introduction of</td>
<td>A youth is arrested or charged or has been found to introduce contraband into a DJJ facility, contracted facility, shelter site, or assessment center.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Death, Youth On Site</td>
<td>Death of a youth which occurs from natural causes, as disease rather than from violence or an accident while in a DJJ facility, contracted facility, shelter site, or assessment center.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Discrimination, Racial</td>
<td>When a staff is alleged to have discriminated against another staff or youth for reasons of race.</td>
<td>Probation Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Disturbance</td>
<td>A youth is arrested and/or charged with an incident which necessitate calling in of local law enforcement or other outside sources to assist in quelling the disturbance and getting the facility back under control.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Disturbance</td>
<td>A youth is arrested and/or charged with an incident which necessitate calling in of local law enforcement or other outside sources to assist in quelling the disturbance and getting the facility back under control.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Escape - High-Risk Residential Facility</td>
<td>While committed to a high-risk facility, the youth leaves w/o permission or authority the program, facility grounds or boundaries, regardless if charges are filed.</td>
<td>Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Escape - Low-Risk Residential Facility</td>
<td>While committed to a low-risk facility, the youth leaves w/o permission or authority the program, facility grounds or boundaries, regardless if charges are filed.</td>
<td>Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Escape - Maximum-Risk Residential Facility</td>
<td>While committed to a maximum-risk facility, the youth leaves w/o permission or authority the program, facility grounds or boundaries, regardless if charges are filed.</td>
<td>Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Classification</td>
<td>Definitions</td>
<td>Branch</td>
<td>When to Count</td>
</tr>
<tr>
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</tr>
<tr>
<td>Escape - Moderate-Risk Residential Facility</td>
<td>While committed to a moderate-risk facility, the youth leaves w/o permission or authority the program, facility grounds or boundaries, regardless if charges are filed.</td>
<td>Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Escape - Scheduled Outside Activity Lev High</td>
<td>While committed to a high-risk facility, the youth leaves w/o permission or authority the custody of the facility staff when outside the facility regardless if charges are filed.</td>
<td>Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Escape - Scheduled Outside Activity Lev Low</td>
<td>While committed to a low-risk facility, the youth leaves w/o permission or authority the custody of the facility staff when outside the facility regardless if charges are filed.</td>
<td>Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Escape - Scheduled Outside Activity Lev Maximum</td>
<td>While committed to a maximum-risk facility, the youth leaves w/o permission or authority the custody of the facility staff when outside the facility regardless if charges are filed.</td>
<td>Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Escape - Secure Detention Facility</td>
<td>When a youth leaves the program w/o permission or authority, facility grounds or boundaries, or leaving the custody of the facility staff regardless if charges are filed.</td>
<td>Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Escape - Transporting To or From - Secure Detention</td>
<td>A youth escapes while being transported from one destination to another while under the supervision of Detention Services.</td>
<td>Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Escape from the JAC</td>
<td>When a youth leaves w/o permission or authority the program, facility grounds or boundaries, or leaving the custody of the facility staff regardless if charges are filed.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Escape Transporting to or From - Commitment</td>
<td>A youth escapes while being transported from one program to another while under the supervision of Residential Services/Provider program staff.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Escape, Other</td>
<td>Any other escape not captured in the list of classifications.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Explosive Device</td>
<td>Explosive or incendiary device is found on site.</td>
<td>Probation and</td>
<td>Always</td>
</tr>
<tr>
<td>Classification</td>
<td>Definitions</td>
<td>Branch</td>
<td>When to Count</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
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<td>---------------------</td>
</tr>
<tr>
<td>Facility Keys, Missing</td>
<td>Facility keys are missing.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Failure to Report</td>
<td>A staff person became aware of a reportable incident and failed to report it within the required reporting timeframe.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Falsification</td>
<td>When a staff is alleged to make a false oral or written statement (reports, log entries, etc.).</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Force, Excessive</td>
<td>When, based on incident facts available, the use of force by staff was warranted, but is alleged to be outside of procedural parameters (non-PAR) or more than necessary to control the situation.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Force, Unnecessary</td>
<td>When, based on incident facts available, the use of force by staff was allegedly NOT warranted.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Homicide of Staff, On Site</td>
<td>When a staff person has been killed by another person, while in a DJJ facility, contracted facility, shelter, or assessment center.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Homicide of Youth, On Site</td>
<td>A youth has been killed by another person while in a DJJ facility, contracted facility, shelter site, or assessment center.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Homicide/Murder</td>
<td>Any incident where a youth is arrested and charged with Homicide/Murder.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Hostage Situation</td>
<td>A youth is arrested and/or charged with holding/detaining a person by force against her/his will to enforce the demands of the hostage-takers.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Hostile Work Environment</td>
<td>Harassment or discrimination that is a violation of a person's civil rights - based on gender, sexual orientation, race, color, nationality, ancestry, ethnic origin, religion, disability, medical condition, physical appearance, marital status, veteran preference, or education.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Improper Conduct</td>
<td>A staff person is alleged to have conducted himself/herself inappropriately where there was no physical contact made.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Improper Conduct/Computer Misuse</td>
<td>When a staff is alleged to misuse computer resources in violation of DJJ or program policy or law.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Classification</td>
<td>Definitions</td>
<td>Branch</td>
<td>When to Count</td>
</tr>
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</tr>
<tr>
<td>Improper Conduct/Conduct Unbecoming a Public Employee</td>
<td>A staff person is alleged to have conducted himself/herself inappropriately where there was no physical contact made.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Improper Conduct/Sexual Nature</td>
<td>A staff person is alleged to have or have had a relationship with a youth, which involves inappropriate physical contact.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Improper Conduct/Staff on Staff, Sexual Nature</td>
<td>When two or more staff are alleged to be engaged in a sexual relationship that effects their performance and/or takes place at and during work hours.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Improper Conduct/Staff-Youth Relationship</td>
<td>A staff is alleged to have or is currently involved in a non-sexual relationship with a youth currently under the supervision of DJJ.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>IMPROPER RELEASE (NEW)</td>
<td>Allowing a youth to leave from a DJJ state or contracted facility, shelter site or assessment center due to a misinterpretation of available records, policy or procedure, or Detention Risk Assessment calculation error.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Improper Search</td>
<td>It is alleged that a staff failed to search or properly search a youth, room or vehicle as required by DJJ policy.</td>
<td>Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Improper Supervision</td>
<td>A staff person is alleged to have not provided appropriate supervision.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Insubordination</td>
<td>A staff fails to follow or refuses to follow a lawful instruction of a supervisor or superior person in their chain-of-command.</td>
<td>Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Medical Neglect</td>
<td>A staff person is alleged to have medically neglected the needs of a youth.</td>
<td>Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>MEDICATION ERROR</td>
<td>Medication is not administered properly to the youth.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>MEDICATION RECOVERED</td>
<td>Any prescribed medication discovered in a DJJ facility or contracted facility.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Medications, Missing</td>
<td>A staff is alleged to have failed to safeguard medications, thereby allowing them to go missing.</td>
<td>Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>MEDICATIONS, MISSING</td>
<td>Medications are reported missing and no explanation is provided.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Medications, Stolen</td>
<td>A staff is alleged to have stolen or is stealing medications from a Residential Contracts</td>
<td>When Substantiated</td>
<td></td>
</tr>
<tr>
<td>Classification</td>
<td>Definitions</td>
<td>Branch</td>
<td>When to Count</td>
</tr>
<tr>
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</tr>
<tr>
<td>Non Consensual Sex Acts (PREA - Occurring in a program)</td>
<td>Contact of any person without his or her consent, or of a person who is unable to consent or refuse; and contact between the penis and the vagina or the penis and the anus including penetration, however slight; or contact between the mouth and the penis, vagina, or anus; or penetration of the anal or genital opening of another person by hand, finger, or other object.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Other Offenses</td>
<td>A youth is arrested and/or charged with other offenses not currently listed in the Classification Description.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>PAR Restraint, Youth Injury</td>
<td>An injury to a youth received as a result of a PAR or Use of Force technique.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Property, Destruction of (Felony or higher)</td>
<td>A youth causes destruction or damage to DJJ or program property valued at $1,000 or greater.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Property, Missing Youth</td>
<td>Youth property is reported missing and no explanation is provided.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Relationship with Regulated Entity</td>
<td>Determining an entity’s compliance with federal, state, or local statutes or regulations. Determining or recommending whether the agency should issue, revoke, cancel or suspend an entity’s license or other certificate of authority. DMS 60L 36.003</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Self-Injurious Behavior</td>
<td>When a youth while in a DJJ facility, contracted facility, shelter site, or assessment center intentional self-injure or mutilate himself/herself without suicidal intentions.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Sexual Harassment (PREA)</td>
<td>Repeated verbal statements or comments of a sexual nature to a youth by an employee, volunteer, official visitor, or agency representative, including: demeaning references to gender or derogatory comments about body or clothing; or profane or obscene language or gestures.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Classification</td>
<td>Definitions</td>
<td>Branch</td>
<td>When to Count</td>
</tr>
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</tr>
<tr>
<td>Sexual Misconduct (PREA)</td>
<td>Any behavior or act of a sexual nature directed toward a youth by an employee, volunteer, official visitor, or agency representative. Romantic relationships between staff and youth are included. Consensual or non-consensual sexual acts include: intentional touching of the genitalia, anus, groin, breast, inner thigh or buttocks with the intent to abuse, arouse or gratify sexual desire or completed, attempted, threatened or requested sexual acts; or occurrences of indecent exposure, invasion of privacy or staff voyeurism for sexual gratification.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Staff Injuries</td>
<td>Physical harm or damage to a staff person's body caused by an accident or an attack.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Staff/Family of Youth Relationship</td>
<td>A staff person is alleged to have or is currently involved in a relationship with a family member of a youth who is currently under the supervision of the Department.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Suicide Attempt</td>
<td>A suicide attempt by a youth which occurs in a DJJ facility, day treatment program, contracted facility, shelter, contracted site or program.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Suicide/On Site</td>
<td>A youth intentionally ends one's life while in a DJJ facility, contracted facility, shelter site, or assessment center.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Theft</td>
<td>A staff person is alleged to have stolen property of a youth and/or items of the program.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Threats by Staff</td>
<td>A youth or staff alleges a youth feeling threatened by a staff person.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Violation of Policy/Rule</td>
<td>A staff has committed or is committing an act that may be a violation of DJJ or program policy or rule.</td>
<td>Probation and Residential Contracts</td>
<td>When Substantiated</td>
</tr>
<tr>
<td>Weapon, Found</td>
<td>A weapon is found on site (firearm, knife, homemade weapon, etc.).</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Weapon, Recovered from Youth</td>
<td>A weapon is found on in the personal possession of a youth or in an area that only one youth would control of on site.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Youth Injuries</td>
<td>A youth who has been injured intentionally or by accident.</td>
<td>Probation Contracts</td>
<td>Always</td>
</tr>
<tr>
<td>Classification</td>
<td>Definitions</td>
<td>Branch</td>
<td>When to Count</td>
</tr>
<tr>
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</tr>
<tr>
<td>Youth on Youth Battery</td>
<td>A youth is arrested and/or charged in the actual and intentionally touch or strike of another person against the will of the other; or intentionally causes bodily harm to another person.</td>
<td>Probation and Residential Contracts</td>
<td>Always</td>
</tr>
</tbody>
</table>
Appendix H – Monitoring Plan Selections for RSMS

The following categories should be selected (at a minimum) on the monitoring plan for each of the contract types listed. Additional categories should be selected as appropriate and contract specific. In addition, Florida Single Audit should be selected for ALL contracts that are considered Recipients.

1. Residential Programs
   - Administrative Tool
   - Length of Stay
   - Property Inventory
   - Care and Custody
   - Physical Plant/Facility Standards/Departmental Property
   - Transportation
   - Youth Classification
   - Ratio Requirements
   - Admission & Orientation
   - Assessment & Evaluation
   - Case Management/IPP
   - Community Involvement
   - Discharge/Transition
   - Education
   - Mental Health Services
   - Pre-Vocational/Vocational/Job Training and Placement
   - Recreation & Leisure
   - Religious Opportunities & Leisure
   - Substance Abuse Treatment
   - Victim Impact and Awareness/Restorative Justice
   - Health Care Related Services
   - Health Education
   - OSHA Standards
   - Food Services
   - Behavioral Modification System
   - Grievance Process
   - Living Environment
   - Length of Stay
   - Quality Assurance Follow Up
   - Security Audit
   - Florida Single Audit Act (Recipient Contracts)

Specific to the contract:
   - Developmental Disability
   - Sex Offender Treatment
   - Pilot Project
   - Gender Specific Programming
   - Life/Social Skills
1. Self Sufficiency Planning

2. Day Treatment
   - Administrative Tool
   - Case Management
   - Health Care Related Services
   - Mental Health Services
   - Substance Abuse Treatment
   - Discharge/Transition
   - Length of Stay (aka Utilization Management)
   - Property Inventory
   - QA Follow up
   - Florida Single Audit Act (Recipient Contracts)

3. IDDS
   - Administrative Tool
   - Case Management
   - Gender Specific Programming
   - Behavioral Modification System
   - Life/Social Skills
   - Self Sufficiency Planning
   - Education
   - Mental Health Services
   - Substance Abuse Treatment
   - Transportation
   - Pre-Vocational/Vocational/Job Training and Placement
   - QA Follow up
   - Florida Single Audit Act (Recipient Contracts)

4. Conditional Release
   - Administrative Tool
   - Case Management
   - Discharge/Transition
   - Length of Stay (aka Utilization Management)
   - Florida Single Audit Act (Recipient Contracts)

5. CBIS
   - Administrative Tool
   - Case Management
   - Discharge/Transition
   - Mental Health
   - Education
   - Victim Impact and Awareness/Restorative Justice
   - Gender Specific Programming
   - Length of Stay (Utilization Management)
   - Florida Single Audit Act (Recipient Contracts)
6. Comprehensive Evaluations
   - Administrative Tool
   - Assessment & Evaluation

7. Counseling Services
   - Administrative Tool
   - Select the appropriate type of counseling services
     - Substance Abuse Treatment
     - Mental Health Services
     - Sex Offender Treatment

8. Juvenile Assessment Center (both service referrals and management oversight contracts)
   - Administrative Tool
   - Assessment & Evaluation

9. Diversion Programs
   - Administrative Tool
   - Case Management

10. Redirections
    - Administrative Tool
    - Family Intervention/Parent Training

11. Prodigy
    - Administrative Tool
    - Life and Social Skills
Appendix I – Monitoring Process

Assignment of Contract
- Contract is assigned

Contract Review
- Identify/Read/Review
- Bid Response, Reports

Risk Assessment
- Complete Risk Assessment

Monitoring Plan
- Complete Monitoring Plan based on assessed risk to the Department

Administrative Monitoring
- Contract Management

Programmatic Monitoring
- Performance Monitoring
- Quality Assurance Reviews
- Coaching with Root Cause Analysis
Appendix J – Entrance and Exit Interview Checklists

**Checklist: What to cover in the entrance interview**

- Explain the purpose of the visit. (Topic and scope of review is to monitor for the terms and conditions of the contract to assess contract compliance and to follow up on any pending corrective action plans.)
- Ask about any problems or concerns that the monitor should be aware of.
- Ask the Program Director or designee to identify who will be the facility contact/focal point for the visit.
- Review corrective actions from the past year.
- Discuss the files/documents that will be reviewed and address any logistical issues in gaining access to these documents (training records, licensing, background checks, financial, audits, property inventory, account ledgers).
- Schedule an interview with the Program Director or designee, Comptroller, and any other staff that may be necessary.
- Point out any areas you will need to check in follow-up to ongoing corrective action (youth rooms, common areas, kitchen area, grounds or perimeter).
- Discuss timetable for completion of the visit.
- Schedule the exit interview with the Program Director or designee.
- Respond to any questions/concerns about the visit.

**Checklist: What to cover in the exit interview**

- Findings for verification monitoring of OBCAPs or cures must be discussed with the Chief Probation Officer where applicable, Regional Director and SMA II prior to discussing during the exit interview.
- Review the purpose/objective of the site visit (monitoring critical program components).
- Review progress related to ongoing corrective action plans and point out any unmet requirements along with expectations and consequences for noncompliance.
- Summarize preliminary findings of the current visit.
- Be sure to point out positive aspects of the facility.

- Discuss problems or areas of deficiency and associated time lines for correction with the Program Director or designee or designee (life and safety issues identified as immediate concern require correction within 48 hours).

- Provide the Program Director or designee or representative with a copy of the Preliminary Exit Sheet, indicating the preliminary findings from the site visit.

- Review the time line for preparation and submission of the Contract Manager’s/Program Monitor’s report.

- Thank the Program Director or designee or designee for cooperation of agency and staff.

- Be positive to the extent possible in presenting a balanced review of facility. Be critical, but constructive.

**Checklist: Effective Interviewing Techniques**

- Professional Greeting

- Respectful, but professional demeanor

- Relaxed, but professional body posture (not slouched or overly stiff)

- Maintain intermittent eye contact (the right balance between no eye contact and constant eye contact, either of which impede good communication)

- Questioning technique (professional tone and open-ended versus close-ended questions)

- Verbal affirmations (acknowledging that you have heard and understood what the interviewee has said)
Appendix K – Preparation Checklist for Site Visit

☑ Obtain and review a completed copy of the Provider’s Self Reporting Instrument (Included in the Annual Administrative Monitoring Instrument)

☑ Review the Provider’s proposal with particular focus on the Provider’s description of the scope of services/deliverables.

☑ Review contract terms and conditions and scope of services/deliverables.

☑ Review monitoring reports from the past 12 months and any corrective action(s) imposed on the Provider.

☑ Compare the Contract Manager’s/Program Monitor’s invoice tracking spreadsheet with the DJJ Finance and Accounting Ledger.

☑ Review Quality Assurance Reviews, and results of other monitoring activities from the past year.

☑ Monthly and annual reports submitted by the Provider over the past 12 months

☑ Results of any other Departmental monitoring activities

☑ Select and schedule staff to interview during the site visit.

☑ Assemble checklists and other tools for recording and documenting findings.
## Appendix L – Preliminary Exit Sheet

**STATE OF FLORIDA**  
**DEPARTMENT OF JUVENILE JUSTICE**  
**CONTRACT MANAGER/PROGRAM MONITOR**  
**PRELIMINARY EXIT SHEET**

<table>
<thead>
<tr>
<th>PROGRAM: ____________________________</th>
<th>DATE: ____________</th>
</tr>
</thead>
</table>

### STRENGTHS OR POSITIVES


### MINOR DEFICIENCIES/AREAS OF CONCERN


### MAJOR DEFICIENCIES

*(If Major Deficiencies are present, program should begin developing an OBCAP in preparation of the RSMS notification)*


### COMMENTS


Program Director/Representative: ____________________________  
Contract Manager/Program Monitor: ____________________________
Appendix M – Critical Issue and Major Deficiency Notification Letters

**Critical Issues Letter**
(Must be placed on letterhead)

**Date**

Corporate Staff Name  
Corporate Name  
Corporate Address  
Corporate City, State and Zip

Subject: Critical Issues Deficiencies Identified

Dear Mr. Last Name,

This letter is to inform you that a monitoring site visit was conducted at Program Name on Date of Visit. That site visit revealed critical issues/deficiencies in provision of services under contract Number which states Cite Contract Language Here. Those deficiencies have been documented on a site visit summary, and are listed here for your convenience.

- Issue/Deficiency  
- Issue/Deficiency  
- Issue/Deficiency  
- Issue/Deficiency

This critical issue/deficiency presents a potential threat to the health or safety of the youth served, or may otherwise compromise program security. It requires your immediate attention and must be corrected within 48 hours or as directed by Assistant Secretary.

Verification monitoring to ensure the critical issues/deficiencies have been corrected will be conducted on within five days of the deadline for correction. Failure to address and rectify these deficiencies will result in contract action.

Sincerely,

Name of staff sending letter
Title

Cc:  People who get copies
Major Deficiencies Letter  
(Must be placed on letterhead)

Date

Corporate Staff Name  
Corporate Name  
Corporate Address  
Corporate City, State and Zip

Subject: Major Deficiencies Identified

Dear. Mr. Last Name,

This letter is to inform you that a monitoring site visit was conducted at Program Name on Date of Visit. That site visit revealed major deficiencies in provision of services under contract Number which states Cite Contract Language Here. Those deficiencies have been documented on a site visit summary, and are listed here for your convenience.

- Deficiency
- Deficiency
- Deficiency
- Deficiency

The completed site visit summary in RSMS automatically generated an Outcome-Based Corrective Action Plan (OBCAP) that must be completed and submitted for approval. The provider staff assigned in RSMS was sent an email notification that an OBCAP is waiting for them to complete. This plan must be submitted within 10 days of notification. Department staff is available to provide technical assistance in completing the OBCAP, as well as in identifying the root causes leading to the major deficiencies identified.

After submission, the OBCAP will be reviewed by the Monitor, the Office of Health Services, if applicable, and the Program Support Supervisor. Once approved, the Monitor will conduct verification monitoring to ensure the deficiencies have been corrected. Failure to address and rectify these deficiencies will result in contract action.

Sincerely,
Name of staff sending letter
Title

Cc: People who get copies
Appendix N – Cure Process Documentation

**Cure Template – Non-Residential Contracts**

(Must be placed on letterhead)

CERTIFIED MAIL
Return Receipt Requested
Return Receipt #: Enter Number Here

Date of Letter

Corporate Name
Title
Provider Name
Provider Address,
City, State  Zip

RE: Notice of Intent to Default
Contract Number

Dear Addressee:

The purpose of this letter is to inform you of the Department’s intent to hold Provider Name in default pursuant to Contract Number, Section VI, Paragraph VI.D. Default [Check Reference for accuracy, delete this]: “The Department may terminate this contract in part or in whole, for default, pursuant to the provisions of Rule 60A-1.006(3,4), Florida Administrative Code upon written notice to the Provider” for its failure to perform in accordance with the terms and conditions of the contract and the Department of Juvenile Justice (DJJ) policies and procedures. The Department believes that Provider is not in compliance with the following Provisions of Contract Number and the Department of Juvenile Justice policies and procedures:

Contract Provisions: (List all applicable provisions, citing as given in the example. Delete this language)

- Section IV, Scope of Service, Paragraph D, Service Time Line, Item IV, D. 4 page 7.
- Provision
- Provision
- Provision
- Provision
DJJ Policies and Procedures: (List all applicable Policies, Procedures, Manuals or Rules)

Department’s Circuit Staff and the Office of Accountability in the past twelve (12) months in at least fourteen (14) separate occasions, provided and or offered to provide technical assistance to the program including, but not limited to: PACT Training, DJJ Policies and Procedures, management turnover resolution, and implementation of evidence based practices, however the Department still believes that Provider remains noncompliant with the terms of service of the contract.

The Department finds following failures in Provider’s performance:

1. Provider has failed to comply with the terms and conditions of the contract by not implementing proper procedure to ensure good case file practices and to document contacts with youths on home visits as per section IV, Paragraph D, Service Time Line, Item IV, D. 4 page 7 of contract Number. Review of the case management files reflected that the case managers/re-entry counselor’s actions were not consistent with the Department of Juvenile Justice (DJJ) Probation and Community Corrections Handbook.

A review of randomly selected youth case management files reflected that chronological entries did not consistently documented attempts to assist youth in meeting their individual Positive Achievement Change Tool (PACT) goals and requirements

2. Provider has failed to comply with the term sand conditions of the contract by not inputting accurate data into the Juvenile Justice Information System (JJIS as per section IV, Paragraph IV, O, Juvenile Justice Information System (JJIS), and section IV, Paragraph G, Case Management and Transition Services, Item IV, G, 4, pages 16 and 9 respectively of contract Number.

Review of the JJIS by the Circuit Staff revealed inconsistencies in the data entered.

3. Provider has failed to comply with the terms and conditions of the contract by not providing adequate supervisory oversight with adequate file reviews and supervision as per section G, page 9 of contract Number.
Five (5) out of five (5) files reviewed did not contain documentation that the Case Manager Supervisor had conducted monthly supervisory review of the case files.

As a result of the above numerous deficiencies, the Department intends to hold Provider in default due to its material breach of the terms and conditions of its contract. In accordance with the default provisions of the contract and Florida Administrative Code 60A-1.006, the Department requires that Provider correct all of the identified deficiencies listed above including a 100 percent review of all cases and documentation of compliance with the Department’s required protocols and implementation of services in no less than 10 days from receipt of this letter or by Date goes here. Verification monitoring has been scheduled for Date goes here.

Failure to correct all deficiencies within the specified timeframes will result in the Department terminating Contract Number for default and the removal of Provider from the Department’s approved vendor list.

Sincerely,

Appropriate Regional Director
Regional Director
Branch

cc:  Appropriate Assistant Secretary, Assistant Secretary – Branch
Amy Johnson, Chief – Bureau of Contracts
HQ Branch Contracts Unit
Chief Probation Officer, Chief Probation Officer (CIRCUIT # 17)
Contract Manager, Contract Manager
Program Administrator, Program Administrator – Bureau of Quality Assurance
SMAII – SMA II
Cure Template – Residential Contracts
(Must be placed on letterhead)

CERTIFIED MAIL
Return Receipt Requested
Return Receipt #: Enter Number Here

Date of Letter

Corporate Name
Title
Provider Name
Provider Address,
City, State Zip

RE: Notice of Intent to Default
Contract # Number

Dear Addresser,

The purpose of this letter is to inform you of the Department’s intent to hold Provider Name in default pursuant to Contract Number Section IV Termination C. For Default (verify reference, delete this language): “The Department may terminate this contract, in whole or in part, for default, pursuant to the provisions of Chapter 60-A-1.006(3) Florida Administrative Code upon written notice to the Provider” for its failure to perform in accordance with terms and conditions of the contract and Department of Juvenile Justice policies and procedures. The Department believes that Provider Name is not in compliance with the following contract provisions and Department of Juvenile Justice (DJJ) policies and procedures:

Contract Provisions: [List all applicable provisions, citing as given in the example. Delete this language.]
- Section IV, Scope of Service, Paragraph D, Service Time Line, Item IV, D. 4 page 7.
- Provision
- Provision
- Provision
- Provision

DJJ Policies and Procedures: [List all applicable Policies, Procedures, Manuals or Rules. Delete this language]
- Department of Juvenile Justice Health Services Manual

The Department finds the following failures in Provider’s performance: [Detail as indicated in examples below, delete this language]
1. Provider has failed to comply with the terms of the contract by not implementing the procedures/requirements in the Department of Juvenile Justice Health Services Manual. Contract Number Amendment 2 Section VII.G. Legal and Policy Compliance states “The Provider shall comply with all Department Policies and Procedures.” Contract Number Exhibit 1 Scope of Services, Health Services, 2. states “Other screenings and assessments shall include: d. Facility Entry Physical Screening: The admitting staff shall complete the Facility Entry Screening at the time of the youth’s admission to the residential commitment program.”

Provider staff failed to complete Facility Entry Physical Screening when youth returned from temporary releases or inactive status.

2. Provider has failed to comply with the terms of the contract by not implementing the procedures/requirements in the Department Of Juvenile Justice Health Services Manual. Contract Number Amendment 2 Section VII.G. Legal and Policy Compliance states “The Provider shall comply with all Department Policies and Procedures.” Contract Number Exhibit 1 Scope of Services, Health Services states “In addition to Routine Screenings and Evaluations listed above the Provider shall provide the following components of care: 4. Medication Management including the safe and effective administration, secure storage and accountability, documentation, and appropriate monitoring.”

Medication administration was not documented for prescribed eye drops and medication administration records revealed missed or not documented administration of a medication (Vyvanse) 10 of 20 doses while the youth was at Program during the month of April 2009. Monitoring conducted on January 16, 2009 also found doses of medication not documented on the Medication Administration Record. Shift-to-Shift counts of controlled substances were not conducted at shift change. As a result the oncoming shift did not confirm the pill count.

3. Provider has failed to comply with the terms of the contract by not implementing the procedures/requirements in the Department of Juvenile Justice Health Services Manual Chapter 4 and Contract Number Amendment 2 Section VII.G. Legal and Policy Compliance which states “The Provider shall comply with all Department Policies and Procedures.”

Written parental notification of health care was not sent on 3 required occasions. 1 parental notification letter did not provide sufficient information in that it did not include that the physician sent the youth to the emergency room at the time of the comprehensive physical assessment.

4. Provider has failed to comply with the terms of the contract by not implementing the procedures/requirements in the Department of Juvenile Justice Mental Health and Substance Abuse Services Manual Chapter 5, page 5-19-20, Section IV. 1.b and d.; Contract Number Exhibit 1, Scope of Services, Mental Health and Substance Abuse Services which states “The Provider shall provide mental health and substance abuse services in accordance with the Department’s Mental Health and Substance Abuse
Youth do not consistently receive the required comprehensive (mental health) evaluation in the required 30 days. The format used by the subcontractor does not meet DJJ requirements as noted in Chapter 5, paragraph, A.1.b. and A.2.b. of the Mental Health and Substance Abuse Services Manual. In addition, the form "Initial Assessment" does not ask about substance abuse issues. There is no indication that the mental health professional reads the DJJ comprehensive evaluation or other DJJ material before conducting the assessment.

5. Provider has failed to comply with the terms of the contract by not implementing the procedures/requirements in the Department Of Juvenile Justice Mental Health and Substance Abuse Services Manual Chapter 1 (page 1.7, Section VIII.1) and Chapter 6 (page 6-2, Section II; page 6-5 Section II.B.; and page 6.6, Section II.B.3.); Contract Number Exhibit 1, Scope of Services, Mental Health and Substance Abuse Services which states “The Provider shall provide mental health and substance abuse services in accordance with the Department’s Mental Health and Substance Abuse Manual”; Contract Number Section VII. R. Use of Consultants which states “The Department’s review of outsourcing agreements associated with this contract award does not relieve the Provider of the responsibility to 1. Manage the consultant and 3. Meet all contractual obligations”; and Contract Number Amendment 2 Section VII.G., Legal and Policy Compliance which states “The Provider shall comply with all Department Policies and Procedures”.

50% of applicable youth at the program have a treatment plan. Not all goals and objectives are measurable or have a target date. The therapist only provides an Axis I diagnosis. There is no youth strengths section and there are no parent or treatment team signatures. Monthly treatment plan reviews are not conducted. Copies of any treatment plan reviews that are conducted are not provided to the program. No clinical services have been provided to youth since 4/1/09.

As a result of the above repeated deficiencies, the Department intends to hold Provider in default due to its material breach of the terms and conditions of its contract. In accordance with the default provisions of the contract and Florida Administrative Code 60A-1.006, the Department requires that Provider correct the deficiencies noted herein within thirty (30) working days of the receipt of this Notice of Intent to Default.
Failure to correct all deficiencies within the specified timeframes will result in the Department terminating Contract Number for default and the removal of Provider from the Department’s approved vendor list.

Respectfully,

Darryl Olson, Assistant Secretary
Residential Services

cc: SMAII, Senior Management Analyst II – Region Region
Contract Manager Name, Contract Manager Title, Region Region
Regional Director Name, Regional Director, Region Region, Residential Services
Jennifer Parker, General Counsel, Department of Juvenile Justice
Laura Moneyham, Chief of Program and Planning
Contract Administration File
Cure Packet Checklist

The cure packet checklist should be used when completing the cure process, please see below.

1) Cure letter, which addresses the following:
   a. Identify which portions of the contract are in default.
      □ Yes □ No
   b. Areas remaining deficient and what is occurring as a result of these deficiencies (i.e. incidents, batteries, vacancies, LOS extended, etc.) and fact that deficiencies remain
      □ Yes □ No
   c. Summary of technical assistance provided (documented in chronological notes and site visit summary form)
      □ Yes □ No
   d. A reasonable date for which to correct the remaining deficiencies.
      □ Yes □ No

2) Site visit summary forms:
   a. Deficiencies notated on the site visit summary form
      □ Yes □ No
   b. Evidence that the site visit summary forms were received by the provider
      □ Yes □ No
   c. Verification monitoring indicating that deficiencies have not been resolved
      □ Yes □ No

3) All written communication to the Provider
   a. Indicating deficiencies have not been resolved
      □ Yes □ No
   b. Acceptance of corrective action plan and notification of verification monitoring
      □ Yes □ No

4) Printout of Outcome Based Corrective Action Plan from RSMS.
   □ Yes □ No

5) Bulleted summary of activities
   □ Yes □ No

   For example:
   a. Incidents
   b. Staff vacancies
   c. Details of technical assistance provided
   d. Timeline of contacts/events