

**CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK,
INC.**



Collaborating for Excellence

REQUEST FOR PROPOSAL (RFP)

**Florida Assertive Community Treatment (FACT)
Services in
Charlotte, Sarasota, North Lee, and South Lee Counties**

**RFP #171803FACT
Release Date: February 21, 2018**

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Solicitation of Responses

1. Introduction

1.1. Statement of Need

Central Florida Behavioral Health Network, Inc. (CFBHN), a managing entity contracted with the Department of Children and Families (DCF), is issuing this solicitation for the purpose of obtaining a non-profit vendor in the service area of **Sarasota, Charlotte, North Lee, and South Lee Counties** to provide Florida Assertive Community Treatment (FACT) services to the identified population. The four teams will be evaluated and awarded to bidders separately. The delivery of these services will embrace access of care, integration of services, and be cost efficient and effective. A failure to read, understand, or comply with the terms of this solicitation may result in CFBHN's inability to accept or fully consider the response. Parties interested in responding to the solicitation should read the solicitation in its entirety before contacting the CFBHN Contact Person for further information or submitting written inquiries.

The selected vendor will develop and operationalize services with the collaboration and oversight of CFBHN to ensure continuity and to provide services as determined by CFBHN as well as in **Guidance Document 16**.

Applications should embrace the CFBHN core values:

- Innovation
- Agility
- Inspiration
- Accountability

CFBHN expects services to be consumer driven. This will be accomplished by coordinating services and being culturally and linguistically competent. The vendor is expected to be an integral part of the community and to be responsive to the needs of the community. In addition, services must be focused on recovery, not just maintenance, for those served and their families. CFBHN encourages vendors to submit proposals (also called responses) that incorporate peer specialists and innovative approaches that promote recovery, treatment, and community integration, and increase access to services that includes family involvement and reduces reliance on higher levels of care (acute and residential). CFBHN expects proposals to address the ability to increase efficiency, while maximizing resources toward reductions in administrative costs.

Vendors agree to follow all applicable Federal and State of Florida rules, regulations and statutes related to contracting and service provision for mental health and substance abuse services. Vendors will have in place any licenses required to provide these services prior to the **July 1, 2018** start date. As a provision of this RFP, the vendor will comply with CFBHN's Standard Contract, Subcontract, Attachments, Exhibits, Guidance Documents, and Reporting Templates or the latest revisions thereof (identified in **Section 7.8**).

CFBHN finds that unmet behavioral health needs constitute significant health problems for residents, are a major economic burden through increased demand on parallel State and

local governmental community programs, and limit an individual's ability to live, work, learn, and participate fully in their community.

The selected vendor must demonstrate that it has an established record of performance and financial stability and that it can; (1) meet at a minimum the outcomes and performance measures; (2) increase access for those in need of care; (3) improve the coordination and continuity of care for vulnerable and high risk populations; and (4) meet the licensure requirements connected with providing these services. The approach must demonstrate a vision to blend in and leverage the full extent of the available resources by structuring a System of Care that can identify the opportunities and align itself with the momentum of the industry.

The selected vendor will be responsible for the service provision, administration, management, and contractual obligations for the indicated target populations identified in **Guidance Document 16** and will provide services as identified in this RFP for individuals with behavioral health disorders, as authorized in the Florida Statutes.

1.2. Statement of Purpose

CFBHN is seeking qualified organization(s) interested in the delivery of FACT team services for the identified populations in Sarasota, Charlotte, North Lee, and South Lee Counties, resulting from this RFP. The four teams will be awarded separately.

1.3. Authority

Subsections 20.19, 39.001(2), 39.001(4), 287.57, 394.457(3), 394.74, 394.9082, 397.305(3), 397.321(4), and 916, F.S., and the master contract with the Department gives the authority to contract for these services. The selected vendor must comply with all applicable Federal and State laws, regulations, and program guidelines. The selected vendor must also comply with any other applicable Federal or State laws, court orders, and administrative rules that may be enacted during the service period of the anticipated contract.

1.4. Term of Contract and Renewal

The anticipated initial term of the contract entered into with the successful vendor is twelve (12) months beginning **July 1, 2018** and ending June 30, 2019, with renewal for a term not to exceed one (1) year (until CFBHN's contract with DCF is renewed). Such renewals will be for twelve months in each fiscal year by mutual agreement and shall be contingent on satisfactory performance evaluations and availability of funds. Services included in the RFP may be amended, added to, and/or deleted during the contract negotiations.

1.5. Definitions

The definitions found in the Standard Contract Definitions, located at:

<http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this RFP. Additional definitions are set forth in **Exhibit A1 – Program and Service Specific Terms** (identified in **Section 7**). The following are supplemental definitions:

- **Community-Focused** – Planning, management, and decision-making should ensure that resources are designed to build on the unique strengths and meet the specific needs of the local communities.
- **Consumer-Focused** – A System of Care that focuses on the needs of the individuals being served.
- **Co-occurring Disorder** – Most often defined as at least one mental illness disorder and one substance abuse disorder, where the mental illness disorder and substance abuse disorder can be diagnosed independently of each other.
- **Cultural and Linguistic Competence** – A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enable effective work in Cross-cultural situations that provide services that are respectful and/or responsive to cultural and linguistic needs. (National Standards for Culturally and Linguistically Appropriate Services in Health Care Final Report, OMH, 2001).
- **GAA Measure** – A performance measure established by the Florida Legislature in the General Appropriations Act to assess agency outcomes in relation to appropriations.
- **General Appropriations Act (GAA)** – The authorization of the Legislature for the expenditure of amounts of money by an agency for stated purposes in the performance of the functions it is authorized by law to perform.
- **Integrated Planning** – A planning process that includes interagency planning, resource- shaping, and service delivery linked among the Department’s programs and the community’s service agencies. Through a shared philosophy, coordinated intake, service planning, care management, and continuity of service provision, the System of Care should appear seamless to the individuals served and family. Information systems must be designed to support this approach.
- **Principles of Recovery** – The principles include choice, hope, trust, personal satisfaction, interdependence, and community involvement. Services should be strength-based, focusing on the person’s competencies, and treatment should focus on the whole person, not solely on mental health and substance abuse needs. The objective is to help individuals regain their roles and independence in the community so that they may live meaningful and purposeful lives; reflective of themselves not the diagnosis they are given.
- **Resiliency** – The ability to rebound from adversity, trauma, tragedy, threats, or other stresses and to go on with life with a sense of mastery, competence, and hope.
- **Response** – Any documents submitted in response to this request to negotiate procurement document to be considered for contract award as a selected Managing Entity for the Department.
- **Telehealth** – The delivery of health-related services and information via telecommunications technologies.

- **Telemedicine** – The use of telecommunication and information technologies in order to provide clinical health care at a distance. It helps eliminate distance/transportation barriers and can improve access to medical services that would often not be consistently available in distant rural communities.

2. RFP Process

2.1. Contact Person

This RFP is issued by CFBHN. The single point of contact for e-mail communication regarding this RFP is:

Steven Jorgenson, Director of Contracts & Procurement
Central Florida Behavioral Health Network, Inc.
719 South US Highway 301
Tampa, FL 33619
SJorgenson@CFBHN.org

The subject line of the email should be: “**RFP 171803FACT – Inquiries**”.

2.2. Posting

All Official Notices, decisions, and intended decisions and other matters relating to the procurement will be electronically posted on Central Florida Behavioral Health Network’s website at <https://www.cfbhn.org/contracting-procurement/>.

CFBHN may also post the evaluation and the Notice of Intended Award or other information or notices relating to the procurement at the following location: 719 South US Highway 301, Tampa, FL 33619, where it will remain for 72 hours thereafter. This is considered as a secondary posting. Notice is specifically given, however, that the secondary posting is not an official posting and that any protest must be filed within 72 hours of the official notice posting on the Internet as described above. Additionally, the physical posting will not extend the time permitted within which to file a protest. It is the responsibility of those submitting a response to the solicitation to obtain the results from the Internet posting in sufficient time to protect their own interests, should they care to do so. Likewise, any faxed information with regard to the results of this procurement will not extend the time limits to file a protest.

2.3. Vendor Disqualification

Failure to have performed any contractual obligations with CFBHN or the Department, in a manner satisfactory to CFBHN or the Department, will be sufficient cause for disqualification—unless explicitly allowed to participate in the procurement in compliance with CFBHN policy. To be disqualified as a vendor under this provision, the vendor must have:

- Previously failed to satisfactorily perform in a contract with the Department or CFBHN, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or
- Had a contract terminated by the Department for cause; or

- Not met all of the mandatory requirements specified in **Section 5.3.**

2.4. Limitations on Contacting CFBHN Personnel

All communications with CFBHN employees as they relate to this RFP are prohibited during the time period in which the RFP is released and throughout the end of the 72-hour period following CFBHN's posting of the notice of intended award. The aforementioned 72-hour period excludes Saturdays, Sundays, and state holidays. Vendors may only communicate via electronic communications to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may result in the vendor being disqualified from this procurement. Additional instructions for the electronic communications are listed in **Section 2.1.**

2.5. Schedule of Events and Deadlines

Any proposal submitted after **close of business on March 21, 2018** will not be accepted and will be returned to the applicant unopened.

Schedule of Activities			
Activity	Date	Time	Address
Request for Proposal (RFP) Released	2/21/18	5:00 PM	Posted on the CFBHN website www.cfbhn.org in the Competitive Procurement Advertisements web page
Vendor Solicitation Conference*	2/26/18	11:00 AM	Conference Call Info: Dial-In: 1-877-273-4202 Conference Room ID: 4880564
Mandatory Written Notice of Intent to Participate Due**	2/28/18	5:00 PM	Steven Jorgenson, Director of Contracts & Procurement SJorgenson@cfbhn.org
Submission of Written Inquiries Due	2/28/18	5:00 PM	Steven Jorgenson, Director of Contracts & Procurement SJorgenson@cfbhn.org
Anticipated Date for Posting CFBHN's Response to Inquires	3/6/18	5:00 PM	CFBHN's Competitive Procurement Advertisements website: https://www.cfbhn.org/contracting-procurement/
Sealed Proposals Must be Received by CFBHN	3/21/18	5:00 PM	Steven Jorgenson, Director of Contracts & Procurement 719 South US Highway 301 Tampa, FL 33619
Opening of RFP(s)	3/22/18	8:00 AM	CFBHN 719 South US Highway 301 Tampa, FL 33619
Evaluator Team Meeting & Distribution of Proposals	3/22/18	10:00 AM	CFBHN 719 South US Highway 301 Tampa, FL 33619
Debriefing Meeting of the Evaluators and Ranking of the Responses*	4/13/18	10:00 AM	CFBHN 719 South US Highway 301, Tampa, FL 33619 Conference Call Info: Dial-In: 1-877-273-4202 Conference Room ID: 4880564
Invitations to Present Sent (Providers May be Sent Specific Questions for Clarity to be Addressed During Their Presentation(s))	4/13/18	5:00 PM	Steven Jorgenson, Director of Contracts & Procurement SJorgenson@cfbhn.org
Presentations***	4/18/18 To 4/20/18	All day	CFBHN 719 South US Highway 301 Tampa, FL 33619
Posting of Proposal Scores and Notice of Intent to Award the Contract	4/20/18	5:00 PM	CFBHN's Competitive Procurement Advertisements website: https://www.cfbhn.org/contracting-procurement/
72-Hour Protest Period	4/20/18 To 4/24/18	N/A	N/A
Anticipated Negotiation Period	4/25/18	N/A	CFBHN 719 South US Highway 301 Tampa, FL 33619

Anticipated Effective Date of Contract	7/1/2018	N/A	N/A
All vendors are hereby notified that the meetings noted with an asterisk above () are public meetings open to the public as provided in Chapter 119, Florida Statutes, and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Vendor Solicitation Conference, in which comments and questions will be taken from vendors).			
**All vendors who want to participate in this procurement must provide a written email stating they intend to participate in the process and want to receive communication throughout the process. Vendors are still responsible to check the website for any official updates or modifications to this procurement.			
***Presentations will not be open to the public. Presentations will be recorded in compliance with the Sunshine Law.			
All dates and times are subject to change.			
All times in the Schedule of Activities are local times for the Eastern Time Zone.			

2.6. Vendor Solicitation Conference

The purpose of the Vendor Solicitation Conference is to review the RFP with interested vendors. CFBHN encourages all prospective vendors to participate in the solicitation conference, during which vendors may pose questions. CFBHN shall be only bound by written information that is contained within the solicitation documents or formally posted as an addendum or a response to questions.

The Vendor Solicitation Conference for this RFP will be held at the time and date specified in **Section 2.5**. Participation in the Vendor Solicitation Conference is not a pre-requisite for acceptance of responses from prospective vendors.

Small Business, Certified Minority, and Women’s Business Enterprises are encouraged to participate in any conferences, pre-solicitation, or pre-bid meetings which are scheduled.

All vendors shall be accorded fair and equal treatment.

2.7. Written Inquiries

Other than during the Vendor Solicitation Conference, prospective vendor questions will only be accepted if submitted as written inquiries to the Procurement Manager, specified in **Section 2.1**, via electronic mail, and received on or before the date and time specified in **Section 2.5**.

The emails must have in the subject “**RFP 171803FACT – Inquiries**”. Faxes and US Mail inquiries are not acceptable. Copies of responses to all inquiries that require clarifications and/or addenda, to this RFP, will be available by the date and time specified in **Section 2.5**, through electronic posting at: <https://www.cfbhn.org/contracting-procurement/>.

2.8. Notice of Intent to Participate

All providers intending to participate in this RFP must submit a brief written email with a declaration of their intent to participate in this process. The response should also include contact information for a point of contact for the remainder of the RFP. All providers

submitting their responses will receive direct correspondence throughout the procurement. Vendors are still responsible to check the website for any official updates or modifications to this procurement.

2.9. Withdrawal of Response

A written request for withdrawal, signed by the vendor, may be considered if received by CFBHN within 72 hours after the opening time and date indicated in the Schedule of Events and Deadlines (**Section 2.5**). A request received in accordance with this provision may be granted by CFBHN upon proof of the impossibility to perform, based upon an obvious error on the part of the vendor.

2.10. Receipt and Rejection of Responses or Waiver of Minor Irregularities

2.10.1. Response Deadline

Responses must be received by CFBHN no later than the time, date, and place as indicated in the proceeding deadline schedule. Any response submitted shall remain a valid offer for at least 90 days after the response submission date. No changes, modifications, or additions to the response submitted (after the deadline for response opening has passed) will be accepted by or be binding on CFBHN.

2.10.2. Receipt Statement

Responses not received at either the specified place, or by the specified date and time, will be rejected, and returned unopened to the vendor by CFBHN. CFBHN will retain one unopened original for use in the event of a dispute.

2.10.3. Right to Waive Minor Irregularities Statement

CFBHN reserves the right to reject any and all responses or to waive minor irregularities when to do so would be in the best interest of the Suncoast Region. Minor irregularity is defined as a variation from the Request for Proposal terms and conditions which do not affect the price of the response, or give the vendor an advantage or benefit not enjoyed by other vendors, or do not adversely impact the interest of CFBHN. At its option, CFBHN may correct minor irregularities but is under no obligation to do so whatsoever.

2.11. Notice of Contract Award

CFBHN intends to award the contract to the responsive vendor that the evaluation team determines, based on the selection criteria set forth in **APPENDIX XIII**.

CFBHN may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the contract requirements and/or the vendor's demonstration of the level of integrity and reliability which CFBHN determines to be required to assure performance of the contract.

2.12. Protests and Disputes

2.12.1. Filing the Protest

Any vendor who has been adversely affected by a decision or intended decision concerning a solicitation or a notice of contract award may file a *written Notice of Intent to Protest* with the contact person listed in **Section 2.1** within 72 hours after the posting of the solicitation or of the notice of CFBHN's decision or intended decision.

In the computation of the 72-hour time frame for filing of a protest, Saturdays, Sundays, and state holidays are excluded. The Director of Contracting and Procurement must ensure that the date and time of posting are documented in the contract file. (Posting on a Monday or Tuesday eliminates the need for weekend exclusion.) Failure to timely file a notice of intent to protest shall constitute a waiver of proceedings.

Following the submission of the written Notice of Intent to Protest, a Formal Protest must be filed with the contact person listed in **Section 2.1**. The Formal Protest must be:

- In writing; and,
- Filed within ten (10) days after filing of the notice of protest. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
- No time will be added to the above time limits for mail service.
- The 10 day period includes Saturdays, Sundays, and state holidays.
- If the last day of the 10 day period is a Saturday, Sunday, or state holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday, nor state holiday.
- Accompanied by a bond payable to CFBHN at the time of filing the formal written protest.
- In lieu of a bond, a cashier's check, official bank check, or money order in the amount of the bond may be submitted to the contact person.
- Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

2.12.2. Posting Bond for Protest Filed

Any vendor who files an action protesting a decision or intended decision pertaining to contracts administered by CFBHN must comply with the following requirements.

When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of CFBHN's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, CFBHN shall estimate the contract amount based on factors including, but not limited to, the following:

- The price of previous or existing contracts for similar or contractual services.

- The amount appropriated by the Legislature for the contract.
- The fair market value of similar contractual services.

CFBHN shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding.

In lieu of a bond, CFBHN may accept a cashier's check, official bank check, or money order in the amount of the bond.

The official hours of office operation for receipt of intent to protest and/or a petition and bond are 8:00 AM to 5:00 PM local time. Upon receipt of the formal written notice of protest, the contact person must secure the bond, cashier's check, official bank check, or money order until resolution of the protest.

2.12.3. Content of Formal Written Notice of Protest

The formal written notice of protest should be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest should contain:

- The name and address of the vendor filing the protest and an explanation of how its substantial interests have been affected by the solicitation or by CFBHN's notice of intended or actual contract award;
- A statement of how and when the vendor filing the protest received notice of the solicitation or notice of CFBHN's intended or actual contract award;
- With particularity, the facts and law upon which the protest is based;
- A statement of all issues of disputed material facts (if there are none, the protest must indicate such);
- A concise statement of the ultimate facts alleged, as well as the CFBHN rules and statutes which entitle the vendor filing the protest to relief;
- A demand for relief to which the vendor deems itself entitled; and,
- Any other information which the vendor contends is material

2.12.4. CFBHN's Response to Protest

Upon receipt of a formal written notice of protest, the solicitation process or contract award process may be stopped until the protest is resolved. Upon receipt of a protest, the Director of Contracting and Procurement shall immediately consult the appropriate legal counsel. With legal counsel, the contract signer must determine whether or not to accept or reject the protest.

2.12.5. Resolution of the Protest

Upon receipt of the intent to protest or formal written notice of protest, the Director of Contracting and Procurement may work with the protestor to resolve the protest by mutual agreement on an informal basis. The Director of Contracting and Procurement will have seven (7) days after receipt of the formal written notice of protest to resolve the protest through mutual agreement. The seven (7) days will exclude Saturdays, Sundays, and state holidays.

If the protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, of receipt of the formal written protest, the CEO of CFBHN shall designate a management staff who shall conduct an informal proceeding and issue a final decision within ten (10) days excluding Saturdays, Sundays, and state holidays. The formal written protest may be, as determined by the CEO of CFBHN, referred to the Department of Children and Families.

2.13. Scoring Methodology

Written proposals: Invitations to present will be based on average scoring independently for each county. The guidance for evaluator scoring can be found in Appendix 13. Providers will have a base score for the general areas of response which apply to every team. They will then receive a community-specific score for each of the community teams that the provider is bidding on. The top scorers, as determined by the evaluation team's scores in the Evaluation Tool (see Appendix XIII), who are above the established threshold will then be invited to present for each FACT team.

Oral presentations: Presentations will be scored by the evaluators with a base score established for general provisions for each team. The general FACT team presentation time is not to last more than 20 minutes. Presenters will then have 10 minutes to present for each community-specific team they are invited to present for consideration. Up to 15 minutes may be reserved for a question period at the end. A base score for the general components of the presentation will be added to each community-specific score. 75% of the base score will come from the general presentation and 25% of the score will come from the community-specific score for each team.

Final cumulative scoring (only applicable to providers who are invited to present): 60% of the final score will be based on the written portion of the RFP response. 40% of the final score will be based on the presentations portion of the procurement process.

3. Minimum Programmatic Requirements

3.1. General Description of Services

FACT teams are bound to comply with DCF's Guidance Document 16 (Appendix XIV) also available at <http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities/2017-contract-docs>).

3.2. Scope of Work

- a. Describe the preparations that are necessary to serve individuals returning from the state mental health treatment facility (SMHTF) as well as those who are at a local receiving facility and diverted from going to a SMHTF.
- b. Describe what provisions will be made to ensure prompt response to any “on call” crisis (there is a duty to be available at any time of any day) or crisis calls during normal working hours. Please include time frames for response times, and how staff availability will be ensured (examples may include: housing provider contacts you and feels the individual is in crisis, the individual contacts you and appears to be in crisis, individual is admitted to a local Baker Act facility or jail, client is at ER and you are notified).
- c. As a result of the comprehensive assessment and planning process, providers are required to have recovery plans tailored to each individual on the FACT team. Describe how the individuals served on the FACT team will have their needs and desires addressed specifically to them.
- d. Describe the FACT team’s role in the system of care and how that role involves participation in community systems meetings/committees.
- e. Describe the approaches your agency offers to address different needs of any potential FACT team member (i.e. mentally or physically challenged, forensic, aging out, substance use disorders, and behavioral issues).

3.3. Discharges

It is required that each FACT team discharge at least 10 individuals each year (and maintain the required census). Please describe the methodology your organization would use to assess which persons should be moved to a less intensive level of treatment. Include in the response:

- What is necessary to prepare an individual to eventually step down from FACT services
- Time frames associated with the discharge planning process
- What measures would be used (frequency of contact, admissions to Baker Act receiving facilities, and a specific measurement tool to evaluate readiness)
- The team’s approach/role to this process
- Address the approach to resistance by individual and family and varying stability

3.4. Transition Plan

Please describe your plan for transitioning the individuals served in the current FACT team into your organization’s continuum of care. The provider selected for each team is expected to accept all clients currently receiving FACT services. If the provider awarded a team is not currently treating the individuals on the FACT team, the following will need to be completed for each individual (detailed on pages 9 to 11 of Guidance Document 16):

- "Initial Assessment and Recovery Plan"
- "Comprehensive Assessment"
- "Comprehensive Recovery Plan"

The provider is also expected to analyze the census to determine which individuals, if any, could be served at a less intensive level of services than FACT.

The successful vendor (if not the current vendor) shall coordinate with Coastal Behavioral Healthcare to transition management of the teams to their organization. The anticipated transition period will last approximately two months (from May 1st to June 30th)—the awarded team will be in full control of their respective team(s) as of July 1st. Please include in your response to this section an outline of your organization's resources and structure which will best foster a smooth transition (if not the current vendor).

3.5. Staffing

Continuity of services is critical to maintaining the stability of the consumers on these teams. All individuals currently working on the FACT teams must be offered an opportunity to interview for a position at the organization who is awarded the contract. Describe what your organization will do to ensure your FACT team(s) are properly staffed at the time of assuming control of the team(s) on July 1st. Please note any exceptions or challenges to meeting the staffing qualification requirements you anticipate (see "Staffing Requirements" on pages 3 to 6 of Guidance Document 16).

3.6. Performance Measures

If your organization currently operates a FACT team, please provide a table with the last two years of performance measure outcomes (available in QI audits if currently contracted as a FACT provider with CFBHN).

If your organization does not currently operate a FACT team, please provide a table with the percentage of outcome measures met in the last two years.

3.7. Vendor Unique Qualifications

Please describe any special capabilities or qualifications your organization believes will enable you to successfully operate a FACT team.

3.8. Community Specific Unique Vendor Qualifications

- a. Please describe any unique qualifications that are community-specific for each FACT team you are bidding on. Letters of support can be included and scored by evaluators in the response as attachments. Additionally, describe your organization's community relationships/partnerships existing in any of the communities you are bidding on.

Examples of necessary relationships for successful implementation of a FACT team include:

- Linkages with local NAMI chapters and other peer support groups
- Local jail
- Courts
- Emergency rooms and trauma centers
- Local psychiatric inpatient units
- Housing resources

- Assisted living facilities
 - Adult family care homes
 - Support housing
 - Faith-based organizations
 - Other behavioral health organizations
 - Co-occurring resources (i.e. outpatient/inpatient, support groups, etc.)
- b. Describe the relationships you have within your community that will enable your team to effectively link an individual to the necessary supports the individual needs and/or desires as referenced in their recovery plan. These supports/services would be those that augment the services/supports/treatments that FACT provides (i.e. medical, dental, legal, employment/vocational, day services/activities, substance abuse treatment, and unique psychiatric services not provided by FACT (ECT, behavioral analyst), and leisure interests).
- c. Describe what your agency would do to ensure a broad representation of community stakeholders, individuals, and families are represented on the FACT advisory board.

3.9. Recovery-Oriented System of Care (ROSC)

Please describe your experience with ROSC and your organization's involvement with the community, stakeholders, and other entities. Include your agency's approach to recovery, the aspects of recovery-oriented system of care, and how these aspects will be reflected in the implementation of your FACT team.

4. Financial Specifications

4.1. Funding Source

The funding for these teams comes from the MH073 other cost accumulator for Florida Assertive Community Treatment teams as contracted by DCF. There is no match requirement under this funding.

4.2. Allowable Costs

- 4.2.1. All costs associated with performance of the services contemplated by the awarded contract must be both reasonable and necessary and in compliance with the cost principles for non-profit organizations, pursuant to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the “OMB Super Circular.”) and Ch. 65E-14, F.A.C.
- 4.2.2. Any compensation paid for an expenditure subsequently disallowed as a result of the vendor's non-compliance with state or federal funding regulations shall be repaid to CFBHN upon discovery.
- 4.2.3. Invoices must be submitted by an authorized representative of the vendor in accordance with the submission schedule in the awarded contract, with appropriate service utilization and Individuals Served data accepted into the Central Florida Health Data System (CFHDS), in accordance with PAM 155-2.

4.3. Invoicing and Payment of Invoices

The vendor shall request an electronic payment for services delivered on a monthly basis through the Contracting and Finance Exchange (CAFÉ) software by the 10th of each month. Payment will be released once all data has been validated at 100%.

Managing Entity shall not be required to pay the vendor if Managing Entity does not receive payment for the corresponding services and materials from its payment source. No funds shall be owed to the vendor unless Managing Entity is paid by the Department for the services for which vendor is requesting payment. Receipt of payment from the Department is an absolute precondition to any obligation by Managing Entity to pay vendor. Managing Entity's contractual or other obligation to pay vendor is expressly conditioned upon and limited to the payments by the Department to the Managing Entity for the services for which the vendor is requesting payment. Managing Entity may make partial payments to the extent it receives partial funding. In the event the acts or omissions of a vendor are a cause, in whole or in part, of a payment source's failure to pay Managing Entity, then Managing Entity may elect to apportion any payment received among vendors whose acts are not a cause for non-payment. Vendors shall not be subject to non-payment for reasons other than Managing Entity's failure to receive its funding, unless the vendor has failed to comply with a corrective action plan or they have been subjected to the CFBHN Sanctions and Financial Penalties policy.

4.4. Contract Amount

The amount of the contract resulting from this RFP is \$1,214,412 per year, per team (subject to the availability of funds). Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

4.5. Financial Risk Assessment

The vendor must submit copies of their last two financial and compliance audits conducted through an independent auditing firm. The audit must include financial statements, auditor's report, and management letters. Additionally, the vendor must submit a completed financial risk assessment (**APPENDIX XII**).

If the vendor is not required to have an audit (as required by OMB Circular A-133), and does not have reports for the two previous years, then corresponding financial statements that include Income Statement, Balance Sheet, and Statement of Cash Flows shall be certified by the agency's Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer and shall be submitted, along with the completed financial risk assessment (**APPENDIX XII**).

5. Instructions to Vendors

5.1. General Instructions to Respondents

Vendors shall submit the items identified as mandatory requirements in **Section 5.3** as well as a response to the items identified in **Section 3** and **Section 4**. The Director of Contracting and Procurement will examine each response to determine whether the vendor meets the Mandatory Requirements specified in **Section 5.3**. A response that fails to meet all of the Mandatory Requirements will be deemed non-responsive and will not be evaluated. An initial determination that a response meets the Mandatory Requirements does

not preclude a subsequent determination of non-responsiveness. Responsive submissions will then be scored by an evaluation team, based on the criteria outlined in **APPENDIX XII**.

The financial risk assessment will be evaluated by staff in the Finance Department at CFBHN. The resulting points will be added to the scores awarded by the evaluators.

CFBHN may reject any or all responses, and may modify its statement of services sought, tasks to be performed, or the project description and re-bid these services or re-negotiate, if it is in the best of interest of CFBHN.

5.2. Notice of Short List

Those vendors meeting the **Mandatory Criteria** will be placed on the ‘short list’ that is to be posted at <https://www.cfbhn.org/contracting-procurement/> on or before the date and time specified in **Section 2.5**.

5.3. Response to RFP Mandatory Requirements

The mandatory requirements are described as **MANDATORY CRITERIA** on the RFP Mandatory Criteria Checklist (**APPENDIX I**). Failure to comply with all mandatory requirements will render a proposal non-responsive and ineligible for a qualitative evaluation.

The **MANDATORY CRITERIA** are:

Mandatory Requirements*
The proposal is received by the Director of Contracting and Procurement by the time, date, and at the location specified in the Request for Proposal (Section 2.5 .)
A signed statement of which teams the candidate is proposing to represent
Acceptance of Contract Terms and Conditions form (APPENDIX II)
Signed Certificate of Signature Authority form or corporate resolution/other duly executed certification (APPENDIX III)
Signed Certification of a Drug-Free Workplace Program form (APPENDIX IV)
Signed Certification of Non-Conviction of Public Entity Crimes form (APPENDIX V)
Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts form (APPENDIX VI)
Signed Certification Regarding Lobbying form (APPENDIX VII)
Signed Statement of Assurances form (APPENDIX VIII)
Signed Statement of No Contract Termination form (APPENDIX IX)
Signed Statement of No Involvement form (APPENDIX X)
Signed Vendor Certification Regarding Scrutinized Companies Lists (APPENDIX XI)
Proof of insurance meeting the minimum requirements of CFBHN (Section 7.12 .)
Proof of active status as a Medicaid provider (Section 7.13 .)
Minimum of 5 years as a non-profit in the community behavioral health field with applicable data/outcome measures (not necessarily measures specific to FACT teams)
Copies of their last two financial and compliance audits conducted through an independent auditing firm. The audit must include financial statements, auditor’s report,

and management letters. Additionally, the vendor must submit a completed financial risk assessment (**APPENDIX XII**).

If the vendor is not required to have an audit (as required by OMB Circular A-133), and does not have reports for the two previous years, then corresponding financial statements that include Income Statement, Balance Sheet, and Statement of Cash Flows shall be certified by the agency's Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer and shall be submitted, along with the completed financial risk assessment (**APPENDIX XII**).

*CFBHN has the right to require any additional information it requires to validate any attestations made in a procurement response or presentation.

For those mandatory criteria that are listed above which require the completion of a form, the forms can be found in **APPENDIX II – APPENDIX XII** and on CFBHN's website at: <https://www.cfbhn.org/contracting-procurement/>.

5.4. Trade Secrets

CFBHN will attempt to afford protection from disclosure of any trade secret as defined in section 812.081, Florida Statutes (F.S.), where separately and individually marked and identified as such in the response to this RFP, to the extent permitted under section 815.04, F.S., Chapter 119, and Chapter 286, F.S. Any vendor acknowledges, however, that the protection afforded by section 815.04, F.S. is incomplete, and it is hereby agreed by the vendor and CFBHN that no right or remedy for damages arises from any disclosure.

CFBHN is not obligated to agree with the vendor's claim of exemption and, by submitting a proposal, the vendor agrees to be responsible for defending its claim that each portion of the claimed trade secret is exempt from inspection and copying under Florida's Public Records Law.

Vendor agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, including any appellate costs and attorney's fees, CFBHN, its officers, employees, agents, and legal counsel from any and all claims and litigation arising from or relating to vendor's claim that any claimed trade secret portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

5.5. Cost of Preparation of Proposal

CFBHN is not liable for any costs incurred by a vendor responding to this RFP.

5.6. How to Submit a Proposal

Vendors may choose, and be responsible for, the method of delivery to CFBHN (mail or hand-delivery), except that facsimile or electronic transmissions will not be accepted at any time.

Any response must be received by CFBHN by the deadlines set forth in the Schedule of Events and Deadlines (**Section 2.5**). Responses not received at either the specified place or by the specified date and time, will be rejected, and returned unopened to the vendor by CFBHN.

5.6.1. Number of Copies Required and Format for Submittal

Vendors shall submit one (1) original and five (5) hard copies of the Response (and attachments). If the original has any color other than black and white, the copies must also contain the same colors. The original responses submitted to CFBHN must contain original signatures of an official who is authorized to bind the vendor to its response. Two (2) electronic copies (on non-rewritable CD-R, DVD-R, or USB storage device) of the response, identical to the hard copies, must also be submitted with the hard copies.

5.6.2. Responses to be in Sealed Envelopes

All original, hard copies, and electronic copies must be submitted in sealed envelopes and must be clearly marked with the title of the response, the RFP number, the vendor's name, identification of enclosed documents, and whether it is an original or a copy. Place only one original or one copy of the response in each envelope.

Each envelope must be sealed and addressed as indicated above. The original must be marked as such and the copies identified and numbered (i.e., Original, Copy 1 of 5, etc.).

5.6.3. Hard Copy Response Format

Responses must be typed, double-spaced, on 8½" x 11" paper, and submitted in binders. The required font is Arial, size 12, with a 1 inch margin. Pages must be numbered in a logical, consistent fashion. Figures, charts, and tables should be numbered and referenced by number in the text. No staples, permanent binders, or rubber bands are permitted.

5.6.4. Electronic Copy Response Format

The required electronic format of the responses must be on non-rewritable CD-R, DVD-R, or USB storage device. The software used to produce the electronic files for the Response must be searchable Adobe Portable Document Format ("pdf"), version 6.0 or higher. Responses must be able to be opened and viewed by CFBHN utilizing Adobe Acrobat, version 9.0.

The electronic copies must be identical to the original response submitted, including the format, sequence, and section headings identified in this RFP. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the response and all non-"original" hard copy versions of the response in the event of any discrepancy. If a discrepancy is found between the hard copy response marked "original" and any of the electronic versions submitted on CD-R, DVD-R, or USB storage device, CFBHN reserves the right, at its sole discretion, to reject the entire response.

5.7. Required Content of the Response

5.7.1. TITLE PAGE

The first page of the response shall be a Title Page that contains the following information:

- RFP Number
- Title of the Response

- Vendor’s Legal Name (person, organization, firm)
- Federal Tax Identification Number (FEID)
- Current Primary Business Address
- Country and state of incorporation
- Organization to which Response is Submitted
- Name, Title, Phone Number, Fax Number, Mailing Address, and E-Mail Address of the person who can respond to inquiries regarding the response
- Name of the vendor’s Project Director (if known)
- Identification of Enclosed Documents

5.7.2. CROSS REFERENCE TABLE

All responses must include a cross-reference between the RFP requirements and the response. The cross-reference table must be directly behind the title page in the response. All cross-reference tables must be formatted as follows.

VENDOR’S CROSS REFERENCE TABLE				
RFP		RESPONSE		
Section	Subject	Page	Section	Mandatory Criteria?
5.7.1	Title Page			
5.7.2	Cross Reference Table			
TAB 1 – RESPONSE TO INTRODUCTION				
5.7.3	Response to Introduction			
TAB 2 – RFP MANDATORY CRITERIA				
5.3	Acceptance of Contract Terms and Conditions form			YES
5.3	Statement of which teams the candidate is proposing to represent			YES
5.3	Certificate of Signature Authority form or corporate resolution/other duly executed certification			YES
5.3	Certification of a Drug-Free Workplace Program form			YES
5.3	Certification of Non-Conviction of Public Entity Crimes form			YES



5.3	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts form			YES
5.3	Certification Regarding Lobbying form			YES
5.3	Statement of Assurances form			YES
5.3	Statement of No Contract Termination form			YES
5.3	Statement of No Involvement form			YES
5.3	Vendor Certification Regarding Scrutinized Companies Lists form			YES
5.3	Proof of active corporate non-profit status			YES
5.3	Statement attesting a minimum of 5 years as a non-profit in the behavioral health field			YES
5.3	Copies of their last two financial and compliance audits conducted through an independent auditing firm. The audit must include financial statements, auditor's report, and management letters. Additionally, the vendor must submit a completed financial risk assessment. If the vendor is not required to have an audit (as required by OMB Circular A-133), and does not have reports for the two previous years, then corresponding financial statements that include Income Statement, Balance Sheet, and Statement of Cash Flows shall be certified by the agency's Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer and shall be submitted, along with the completed financial risk assessment.			YES
7.12	Proof of required insurances			YES
7.13	Proof of being an approved, active Medicaid provider			YES
TAB 3 – RESPONSE				
3.2	Scope of Work			
3.3	Discharges			
3.4	Transition Plan			
3.5	Staffing			
3.6	Performance Measures			
3.7	Vendor Unique Qualifications			
3.8	Territory Specific Unique Vendor Qualifications			
3.9	Recovery-Oriented System of Care (ROSC)			

5.7.3. TAB 1 – RESPONSE TO INTRODUCTION

The vendor shall provide a brief executive overview demonstrating an understanding of the RFP purpose, the needs specified in this RFP, and the Behavioral Health Services to be provided. It should also include a brief description of the vendor's organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications, and completing Deliverables as defined in this RFP.

5.7.4. TAB 2 – RFP MANDATORY CRITERIA

The vendor shall provide all documents listed as **MANDATORY CRITERIA** as specified in **Section 5.3**.

5.7.5. TAB 3 – RESPONSE

The vendor shall respond to the requirements listed in the vendor's cross reference table above.

6. Evaluation Methodology, Criteria and Rating Sheet

The components of this section can be found throughout the RFP and in **APPENDIX XIII**.

7. Contract Provisions

7.1. Equipment

The selected vendor will be responsible for supplying, at its own expense, all equipment necessary to perform under, conduct, and complete the contract including but not limited to computers, telephones, copier, and fax machine including supplies and maintenance, as well as needed office supplies.

7.2. Fiscal Reports

If the selected vendor is not already under contract with CFBHN, the vendor will be required to submit a full and complete copy of their agency's Fiscal Reports (which includes the below listed items), using the template on the procurement website. This submission must be inclusive of the agency's entire budget, including the full contract amount outlined in **Section 4.4**, for the services outlined in **Section 3.2**.

- SAMH Projected Operating and Capital Budget Personnel Detail
- SAMH Projected Operating and Capital Budget (includes Projected Funding Sources & Revenues and Projected Expenses)
- Agency Capacity Report

7.3. Monitoring Requirements

The successful vendor shall permit all persons who are duly authorized by the Managing Entity or the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the vendor which are relevant to the awarded contract, and to interview any clients, employees, and vendor employees of the vendor to assure the Managing Entity or the Department of the satisfactory performance of the terms and conditions of the awarded contract.

The vendor will submit progress reports and other information in such formats and at such times as may be prescribed in writing by the Managing Entity, cooperate in site visits and other on-site monitoring (including, but not limited to: access to sites, clients, staff, fiscal and client records and logs, and the provision of related information), submit reports on any monitoring of the program funded in whole or in part by the Managing Entity conducted by federal, state, or local governmental agencies or other funders, and if the vendor receives accreditation reviews, each accreditation review must be submitted to the Managing Entity within ten (10) days after receipt by the vendor. All reports will be as detailed as may be reasonably requested by the Managing Entity and will be deemed incomplete if not satisfactory to the Managing Entity as determined in its sole reasonable discretion. All reports will contain the information, additional information, or be in the format as may be requested by the Managing Entity. If approved in writing by the Managing Entity, the

Managing Entity may accept any report from another monitoring agency in lieu of reports customarily required by the Managing Entity.

7.4. Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(12), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the selected vendor’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract which results from this RFP which entitles CFBHN to unilaterally cancel the contract agreement. The selected vendor will be required to promptly notify CFBHN of any requests made for public records if the request could lead to a media event.

Unless a greater retention period is required by State or Federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the selected vendor for a period of six (6) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. If an audit is required, records shall be retained for a minimum of six (6) years after the audit report is issued and until resolution of any audit findings or any litigation based upon the contract. During the records retention period, the selected vendor agrees to furnish, when requested to do so, all documents required to be retained. Data files will be provided in a format readable by CFBHN.

The selected vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The selected vendor further agrees to:

- Hold CFBHN and the Department harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the selected vendor of confidential records whether public record or not and promises to defend CFBHN and the Department against the same at its expense;
- Maintain all required records pursuant to the resulting contract in such manner as to be accessible by CFBHN upon demand. Where permitted under applicable law, access by the public shall be permitted without delay. The selected vendor assumes all financial responsibility for record storage and retrieval costs; and
- Comply with activities related to information systems in compliance with the Department’s PAM 155-2.

7.5. Referrals and admissions

FACT teams are required to admit “priority clients” as defined by CFBHN before other referrals can be considered for admission. Referrals that are non-priority clients must be authorized by CFBHN prior to admission.

Priority populations are as follows:

- On wait list for civil state hospital admission
- In the civil state hospital on the seeking placement list
- Identified as a High Need/High Utilizer (HNHU) by CFBHN
- Other referrals made by CFBHN

There is an additional requirement that the North Lee County and the South Lee County teams shall take referrals from Hendry and Glades Counties as appropriate.

7.6. Subcontractors

The successful vendor may not subcontract out the services required in this RFP.

7.7. Service Delivery Location

Services shall be provided within the designated service area. The selected vendor shall notify the contract manager, in writing, of any changes in locations, days, and/or times where services are being provided pursuant to 65E-14.021(5)(e)(c) F.A.C, 30 days prior to any changes.

7.8. Service Times

Crisis intervention and on-call coverage shall be available 24 hours a day, seven days per week. The successful vendor shall identify normal business hours outside of crisis services (see Guidance Document 16).

7.9. Reports

Please see Guidance Document 16 (Appendix XIV) for the current DCF reporting requirements. In addition, the following reports will be required:

- Weekly census numbers
- Monthly referral log
- Monthly program logs
- Monthly census with names
- Fact ad hoc report
- Monthly vacant positions report

7.10. Contract Documents

The Standard Contract, Subcontract, Attachments, Exhibits, and Incorporated Documents, or the latest revisions thereof, are incorporated and made part of the contract between Central Florida Behavioral Health Network, Inc. and the vendor, and can be found here: <http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities/2017-contract-docs>

7.11. Minimum Insurance Requirements

Providers must demonstrate having all necessary insurances required for FACT teams (see the CFBHN standard subcontract for more details). The types of required insurances include:

- General liability insurance
- Automobile insurance
- Professional liability insurance

7.12. Active Medicaid Provider Status

All providers bidding on any of the FACT teams must provide proof of enrollment as a Medicaid provider.

