

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. RFP851-3(3)

Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RFP-01336
 TERM OF CONTRACT 3 YEAR(S) WITH 3 YEAR(S) OTR

Requisition /Project Title: Misdemeanor Diversion Services (Revenue Generating)

Description: The State Attorney's Office is soliciting proposals from capable and qualified firms or entities to provide Misdemeanor Diversion Services for eligible offenders in the Criminal, and Traffic Divisions of the County Court of the Eleventh Judicial Circuit.

Issuing Department: State Attorney Office
 Contact Person: Annette Perez
 Phone: 305.547.0858

Estimate Cost: 6,000,000
 GENERAL
 FEDERAL
 OTHER

Funding Source:

ANALYSIS

Commodity Codes:	95223	 	 	 	
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	 	 	 		
Small Business Enterprise:	 	 	 		
Contract Value:	 	 	 		
Comments:	 				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE	 	 	 	

Basis of Recommendation:

Signed: 	Date sent to SBD:
	Date returned to SPD:

2.0 SCOPE OF SERVICES

2.1 **Background**

Miami-Dade County, hereinafter referred to as "the County", on behalf of The State Attorney's Office, Eleventh Judicial Circuit of the State of Florida, hereinafter referred to as the "SAO", is soliciting proposals from capable and qualified firms or entities for the purpose of providing Misdemeanor Diversion Services for eligible offenders in the Criminal, and Traffic Divisions of the County Court of the Eleventh Judicial Circuit.

The Florida Legislature has long recognized the need to identify and divert some offenders to specialized programs. Chapter 948, Florida Statutes, authorizes the SAO and selected agencies to divert appropriate first-time offenders to diversion programs. One such program is the Misdemeanor Diversion Program (the Program), which offers qualified misdemeanor offenders an alternative to formal criminal prosecution. Each participant of the program signs a contract with the State of Florida which waives their right to a speedy trial, and in which they agree to comply with the Program requirements and perform specific sanctions. Participants are normally supervised for six to twelve months depending upon the offense. In return for successful completion of the program and listed sanctions, the State agrees to drop the participant's criminal charges in that specific case, which enables the participants to avoid a conviction. All referrals to the Program must originate with a recommendation by the SAO.

Currently, there are three misdemeanor diversion programs: 1) Regular Misdemeanor Crimes Diversion; 2) DUI Criminal Traffic (Back on Track Program); and 3) Miscellaneous Criminal Traffic. The selected Provider(s) shall provide intake, evaluation, supervision, and monitoring of offenders in these diversion programs as well as other programs that may be developed during the life of the contract. The Programs will be funded solely through the payment of fees by offenders. The Provider may not invoice the County or the SAO for any services rendered, as neither the County nor the SAO will pay for the Programs operated by the Provider(s).

2.2 **Preferred Qualifications**

2.2.1 It is preferred that the selected Proposer have a minimum of five (5) years experience in providing or operating misdemeanor diversion program services or similar related programs in the State of Florida or another similar sized jurisdiction.

2.2.2 It is preferred that the selected Proposer have the financial capacity to undertake, upon award, all new cases assigned by the SAO until fees are paid by the assigned offenders.

2.3 **Assignment of Offenders**

The County on behalf of the SAO will select up to two (2) Providers to provide the Misdemeanor Diversion Program Services. The number of offenders assigned to each Provider will be determined solely by the SAO. There is no minimum or maximum number of offenders that will be assigned to each Provider.

During the first six months of the initial three-year contract term, the SAO will assign offenders equitably to the Providers. Thereafter, as the need arises, the SAO will determine the most effective and equitable method for assigning the offenders among the Providers. However, based upon, among other factors, the Provider's performance, the SAO reserves the right to adjust the number of offender assignments to attain the most advantageous results for the SAO.

2.4 **General Requirements and Services to be provided**

The selected Provider(s) shall:

- A) Provide management, and supervision services for eligible offenders diverted from prosecution, and be able to manage up to 1,000 assigned cases per month. The approximate number of cases is an estimate based on the average number of monthly intakes for cases in calendar year 2018. The SAO makes no guarantee with respect to the actual number of assigned cases.
- B) Provide adequate office space within Miami-Dade County, equipment, and supplies to provide diversion services as requested herein. The County Project Manager, designee, or representative of the SAO may visit the proposed office space prior to award of contract to ensure space is adequate to provide the required services.

- C) Comply with all federal and state laws, as well as applicable court orders, necessary to provide program services.
- D) Provide an annual financial disclosure of all owners or partial owners of the Provider's firm/entity.
- E) Provide an initial budget and financial statement showing that the Proposer has sufficient finances on hand to provide the program services for six months after contract award.
- F) Have the capability to access the internet and to electronically transmit documentation as may be required by the SAO. The Provider shall maintain a functional e-mail address with the capability of receiving attachments, and shall provide said e-mail address to the County and SAO.
- G) Maintain written policies and procedures that direct the operation of the misdemeanor diversion program that shall include, at a minimum, the following:
 - 1) Mission statement;
 - 2) Intake and evaluation procedure;
 - 3) Termination policy;
 - 4) Record keeping and reporting procedure;
 - 5) Fee collections and remittance procedure;
 - 6) Acceptance of indigents procedure;
 - 7) Non-discrimination policy;
 - 8) Accessibility to persons with disabilities policy; and
 - 9) Other topics that may in the future be required by the SAO.
 - 10) Maintain security and document protection
 - 11) The provider will be required to submit a report listing all cases set for court with the status information of the offender accessible to the State Attorney's Office two (2) days prior to court.

2.5 Background Screening

- A) The selected Provider's officers, direct service personnel, or contracted personnel providing any of the required services to offenders, shall undergo a criminal background check, at the selected Provider's expense, conducted by a Professional Background Screener.
- B) A comprehensive report and analysis shall be obtained from no less than two independent databases/sources, on the nationwide criminal history of such officers, direct service personnel or contracted personnel. This background information shall be part of the background check report that shall be kept and maintained by the selected Provider(s) and be available to law enforcement personnel upon request.
- C) Upon execution of a contract to provide the services and annually thereafter, all officers, direct service personnel employed or contracted by the selected Provider(s) shall be required to undergo a Level 1 screening as defined in Section 435.03, Florida Statutes, as a condition of continued employment.
- D) Direct service personnel or contracted personnel shall report to the selected Provider(s) any subsequent arrest within 48 hours of such arrest, and the selected Provider (s) shall notify the County and the SAO within 24 hours of its notification by personnel. Selected Provider(s) shall also notify the County and SAO of any officer, direct service personnel or contracted personnel convicted or found guilty, regardless of adjudication, or having entered a plea of *no/a contendere* to any felony or misdemeanor.

If any officer or employee of the selected Provider(s) has criminal charges or warrants pending, the selected Provider(s) shall notify the County and SAO and specify the name of the officer/employee, charges/warrants pending, and jurisdiction. The selected Provider(s) shall not have as an officer or employee of the firm/entity an individual under any form of community supervision, including probation or pre-trial diversion.

2.6 Services to be provided to Offenders

The selected Provider(s) shall act as a liaison between the County, SAO and Program offenders. As a liaison, the selected Provider(s), at a minimum shall:

- A) Monitor and supervise offenders for compliance with the terms of the Program;
- B) Receive and distribute all payments paid by the offenders. Ensure payments are received for all fees, required to be paid by the offender as a condition of diversion (refer to Section 2.8, Fees for additional information).

- C) Conduct the initial screenings of offenders referred by the SAO, conduct an evidence-based risk assessment and evaluate the offenders' needs. The programs to which offenders are referred shall be required by the SAO or shall be based on the results of the Provider's intake evaluation and the offense for which the offender was charged and approved by the SAO. As part of the intake process, the selected Provider(s) shall develop a plan with the offender specifying the dates by which conditions of diversion are to be met.
- D) Schedule a minimum of one monthly one-on-one in-person, telephone, or video chat conversation with offenders in the Program. A report shall be compiled detailing the substance of the conversation and maintained within the offenders' file.
- E) The program shall review the offenders' progress towards meeting all conditions of diversion, and counsel offenders as to the consequences of failure to meet the conditions on a monthly basis.
- F) Provide offenders a choice of treatment program providers. At a minimum, the selected Provider(s) shall provide each offender with the following information for each treatment program provider:
 - 1) All locations where treatment programs are offered;
 - 2) The hours of operation;
 - 3) The cost of each program; and
 - 4) Whether bilingual program staff is available at the location.
- G) Have, either on staff or on call, bilingual interpreters with verbal proficiency in Haitian Creole and Spanish, to assist offenders in understanding and meeting the conditions of their participation in diversion programs.
- H) Have flexible hours of operation, to include evenings, weekends, and holidays.
- I) Assist offenders in availing themselves of the full array of social services offered in the County, including employment placement, job training, substance abuse treatment, individual counseling, medical treatment, and similar services.
- J) Provide job placement services to unemployed or underemployed offenders. The selected Provider(s) shall maintain accurate records that reflect:
 - 1) Name and number of offenders who were unemployed/underemployed at the time of entry into the program, and
 - 2) Name and number of offenders who were placed into employment during the duration of the program.

Note: The selected Provider(s) shall encourage unemployed/underemployed offenders to improve their employability skills by recommending and assisting offenders in obtaining further schooling or job/technical training.
- K) Refer offenders to the SAO Community Outreach Division (COD) for advice and counseling regarding the sealing and expunging of records. The role of the COD is to create better understanding that the role of the Office of the SAO is one of "doing justice." The SAO employs a two-pronged approach to crime-fighting and community safety. The first, and most traditional, prong is to remove dangerous criminals from our community; the second prong is to give everyone who is legally entitled to a chance at a better life the opportunity to do just that. The Florida Legislature has determined who is entitled to a sealing or expungement of their criminal record. Toward that end COD travels into the community to set up one-stop sealing and expungement workshops where thousands have been able to have their records sealed at no cost other than the Florida Department of Law Enforcement filing fee and court costs. All offenders that have successfully completed the requirements through the Program shall be offered assistance in sealing and expunging their arrest through the State Attorney's Office. There shall be no charge to the offender for the referral.

2.7 Services Required by the County and the SAO

The selected Provider(s) shall:

- A) Maintain trained personnel capable of providing proper liaison assistance with the County and SAO.
- B) Designate a dedicated individual to respond to day-to-day matters. This individual shall be readily accessible to the County and the SAO, and shall be responsible for coordinating the resolution of issues that may arise.

- C) Maintain case records of each offender for at least five (5) years following termination of offender's participation in the Program.
- D) Follow-up and enforce all conditions of program participation. Priority shall be placed on offenders' timely payment of restitution. Any waiver by the SAO of any condition of diversion shall be noted in the offenders' case file.
- E) Monitor all offenders on a regular basis for subsequent arrests and violations of the conditions of diversion and report such arrests/violations to the SAO within 15 business days from the creation of the arrest record.
- F) File a Revoke/Non-Completion memorandum with the SAO recommending termination from program participation in the following circumstances:
 - 1) The failure of an offender to comply with terms and conditions of diversion, except when non-payment of non-restitution fees is the sole failure to comply.
 - 2) The re-arrest of an offender.
 - 3) The repeated failure of an offender to respond to written warnings notifying the offender of potential violations (e.g., group or class attendance, failure to report etc.).
 - 4) All offenders shall enroll within ten (10) days of their admission into the program. If not, a memorandum revoking the offenders shall be filed within 12 days of the initial referral and the case shall be calendared no later than ten (10) days later. The provider has the obligation to also reach out to the offender to notify the offender of any future court dates regardless of any notification by the clerk of the Court.
 - 5) Upon completion of diversion by the Offender, the provider shall furnish the SAO with a memorandum of completion within ten (10) days of the offender's completion of the program and request that the case be placed on calendar by the Clerk of Court.
 - 6) All providers shall be provide the SAO access to a website in which an offender's case may be reviewed.

2.8 Fees

The following fees are required to be paid by the offender and collected and distributed by the selected Provider(s). The selected Provider(s) shall collect the fees and disburse as outlined below:

DIVERSION PROGRAM	COST OF DIVERSION PROGRAM	DISBURSEMENTS
Misdemeanor Cases	No more than \$225 for offenders who agree to program participation prior to arraignment. No more than \$250 for offenders that agree to program participation at or post-arraignment.	To the selected provider supervising the offender.
Traffic Cases	No more than \$150 and \$25 for each additional case to a maximum of \$200 per defendant.	To the selected provider supervising the offender.
Back on Tract (BOT)	No more than \$500 for Tier 1 supervision (offenders with a breath or blood alcohol level less than .15. No more than \$650 for Tier 2 Supervision (offenders with a blood alcohol level of .15 or above or have refused a breathalyzer test.	To the selected provider supervising the offender.
Treatment Program	Amount to be determined by the Treatment Program Provider	To the Treatment Program Provider.
Restitution	Amount to be determine by the State Attorney's Office (or determined by the Court and part of the referral)	To the victims of the offender.

Denise Moon Memorial Fund (DMMF)	For misdemeanor referrals per the SAO chart	To the Denise Moon Memorial Fund.
Fund for a safer and Healthier Community (SASH)	For BOT Tier 1, \$300. For BOT Tier 2, \$500	To the Fund for a Safer and Healthier Community (SASH)
Case Processing Fee	\$50.00	SAO

- A) The selected Provider(s) may waive or reduce fees for indigent offenders or offenders on any type of public assistance, except that the amount of restitution may not be waived or reduced without the concurrence of the SAO. If total fees are reduced, the amount for each specific fee in Section 2.8, Fees, (except restitution) shall be reduced proportionally. The inability of an offender to pay fees shall not be a considered reason for denial of services to said offender, nor shall the inability of an offender to pay program fees be the sole reason for revocation of diversionary status. However, failure to pay restitution may be used as the sole reason for revocation of diversionary status. The selected Provider(s) shall obtain written concurrence from the SAO to transfer uncollectible balances to a collection agency.
- B) The selected Provider(s) shall distribute funds to recipients of those funds delineated above. Partial payments from offenders may be accepted, provided that monthly payments may be no less than the total amount owed divided by the length of the program in months and shall be distributed to each recipient in proportion to what they are owed compared to the total owed.
- C) The selected Provider(s) shall be responsible for insufficient fund checks and charge backs.
- D) The selected Provider(s) shall locate all victims, distribute restitution payments, and adequately document efforts to locate victims. In cases in which victims cannot be located, Funds shall be placed in an interest bearing account.

Note: One year after the final offender restitution payment is made, the selected Provider(s), with the concurrence of the SAO, may distribute unclaimed restitution payments with accumulated interest to the Denise Moon Fund.

- E) The selected Provider(s) shall provide the following minimum internal control procedures:
 - 1) Pre-numbered receipts for offenders and required supporting documentation.
 - 2) An automated accounting system in compliance with generally accepted accounting standards.
 - 3) Daily reconciliation of receipts and distributions.
 - 4) Policies and procedures that are in compliance with the Payment Card Industry (PCI), data security requirements when accepting credit card payments.
 - 5) Have designated personnel to accept payments.
 - 6) Contract with a Certified Public Accounting firm to perform annual financial reviews and testing of internal controls at the selected Provider's expense.

2.9 Records and Reports

The selected Provider(s) shall:

- A) Provide the SAO with a monthly report or reports that shall include a summary of offenders with the following information:
 - 1) Offender's name and address.
 - 2) Court case number(s)/Citation number(s), including incident dates.
 - 3) Charge description(s).
 - 4) Duration of diversion program.
 - 5) Anticipated date of program completion.
 - 6) Last date of contact.

- 7) Fees imposed, paid and due.
 - 8) Restitution, paid and due.
 - 9) Offender making progress in complying with conditions of diversion (Yes/No).
- B) The Provider shall furnish the State Attorney's Office with a weekly report detailing the offenders that have violated the program and submit a revocation memorandum to the Clerk's Office for the case to be placed on calendar.
 - C) Make provisions to ensure that all records of the selected Provider(s) shall be open to inspection upon the request of the County or the SAO.
 - D) Starting with the second calendar year of the contract, annually select a cohort comprised of a minimum of 100 offenders from the previous calendar year who successfully completed their diversion. The selected Provider(s) shall conduct a quarterly review and provide a report to the SAO indicating whether the selected offenders have been rearrested. Each annual cohort shall be tracked for a minimum of three (3) years.
 - E) Provide to the County and the SAO an annual financial audit by a Certified Public Accountant paid for by the selected Provider(s), to include a listing of offenders who have exited the program showing the status of payments assessed and made.
 - F) Annually, within 10 working days of March 31, June 30, September 30, and December 31, provide the SAO with a report containing the following information:
 - 1) The number of unsuccessful completions from the program during the preceding quarter and cumulative unsuccessful terminations during the calendar year.
 - 2) The number of successful completions from the program during the preceding quarter and cumulative successful terminations during the calendar year.
 - 3) The total amount of restitution ordered for offenders assigned to the selected Provider(s).
 - 4) The total amount of restitution collected from offenders assigned to the selected Provider(s).
 - 5) The total amount of restitution distributed to victims from offenders assigned to the selected Provider(s).
 - 6) The total amount of fees (exclusive of restitution payments) by specific type ordered for offenders assigned to the selected Provider(s).
 - 7) The total amount of fees (exclusive of restitution payments) by specific type collected from offenders assigned to the selected Provider(s).
 - G) Provide additional reports as may be requested by the SAO.

2.10 Performance Evaluation

The County or SAO will conduct an annual evaluation of the performance of the selected Provider(s). At a minimum, unsatisfactory evaluations will require a corrective course of action by the selected Provider(s), and may result in termination of the contract or form the basis for non-renewal of option years.

If the County or SAO requires a corrective course of action as a result of the annual evaluation, and the selected Provider(s) cannot or will not comply, the contract may be terminated in accordance with Article 24, Event of Default of the contract.

2.11 Failure to Provide Additional Requested Service

The selected Provider(s) shall provide additional services when requested by the SAO. However, if the selected Provider(s) is unable to provide the services requested, the selected Provider(s) shall notify the SAO verbally immediately and in writing with a detailed explanation of the reason for the inability to provide the requested services within 24 hours of the request. If the selected Provider(s) refuses to accept the additional requested services, the selected Provider(s) may forfeit their rights under the contract, and may be considered in default by the County in accordance with Article 24, Event of Default of the contract.