

**OPERATIONS AND MANAGEMENT SERVICE CONTRACT  
BAY CORRECTIONAL FACILITY**

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This Contract made and entered into on the date last signed below, by and between THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES, Bureau OF PRIVATE PRISON MONITORING ("Department", "DMS", or "Bureau") and MANAGEMENT & TRAINING CORPORATION ("Contractor" or "MTC").

**WITNESSETH:**

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, the Florida Legislature, through Chapter 957, Florida Statutes (F.S.), has authorized the Bureau to enter into a contract with a private entity for the construction, operation, maintenance, and management of a secure correctional facility housing adult male minimum/medium custody inmates;

Whereas, a Request for Proposals (DMS 20/21-054) was issued on **January 11, 2021**, by the Bureau in order to select a Contractor to operate, maintain, and manage a nine hundred eighty-five (985) bed, adult male minimum/medium custody security level correctional facility located in Bay County, Florida, and this contract is eligible for successive two (2) year contract renewals.

Now, therefore, in consideration of the agreements contained herein, the parties hereby agree as follows:

**1. DEFINITIONS AND GENERAL TERMS OF CONSTRUCTION.**

**Construction – Number of Verbs or Nouns.** Throughout this Contract, the singular may be read as the plural and the plural as the singular.

**Definitions.** The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below:

- 1.1. **ACA:** American Correctional Association.
- 1.2. **ACA STANDARDS or STANDARDS:** The Standards for Performance-Based Expected Practices for Adult Correctional Institutions, Fifth Edition published by ACA (as heretofore supplemented and as same may be modified, updated, or supplemented in the future).
- 1.3. **ADA: Americans with Disabilities Act of 1990:** (42 U.S.C. § 12101, et. Seq.) The Americans with Disabilities Act of 1990.
- 1.4. **ARNP:** Advanced Registered Nurse Practitioner.
- 1.5. **AUTHORIZED REPRESENTATIVE:** The person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto. In the case of CONTRACTOR, the Authorized Representative shall be designated in writing by its President or any Vice President. The designation of CONTRACTOR's initial Authorized Representative shall be delivered to the Bureau no later than the effective date of this Contract. CONTRACTOR's Authorized Representative may designate other persons to assist such Authorized

Representative in the performance of certain obligations required by this Contract. In the case of the Bureau, the Bureau Chief is hereby designated as its Authorized Representative. At any time, either party may designate another person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of CONTRACTOR by its President or Vice President, or if on behalf of the Bureau by the Bureau Chief. Such designations shall remain effective until new written instruments are filed with or actual notice is given to the other party that such designations have been revoked.

- 1.6. **BREACH OF CONTRACT**: Any of the events or circumstances described in Section 10, Default and Termination Provisions.
- 1.7. **BUREAU**: The Florida Department of Management Services, Bureau of Private Prison Monitoring.
- 1.8. **BUSINESS DAY**: Monday through Friday, inclusive, except for holidays identified in section 110.117, F.S.
- 1.9. **CFO**: Certified Food Option.
- 1.10. **CHO**: Chief Health Officer.
- 1.11. **CJIS**: Criminal Justice Information Service.
- 1.12. **CMA**: Correctional Medical Authority.
- 1.13. **CONTRACT**: This Contract, together with all attachments, exhibits, amendments, and modifications entered into between the Bureau and CONTRACTOR. The Contract will consist of the following documents (the exhibits listed below are hereby incorporated by reference and contain additional contractual obligations of the parties):
- 1.13.1. This main contract document (which was **Attachment A** – Draft Contract, to the RFP);
  - 1.13.2. **Exhibit A**, PUR 1000, General Contract Conditions, which is available at the following website:  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)
    - 1.13.2.1. The number for the Vendor Ombudsman referenced in section 15 is 850-413-5516.
    - 1.13.2.2. Section 20 does not apply to this Contract.
  - 1.13.3. **Exhibit B**, Transfer Agreement (Must be executed by the Contractor, Department, and FDC);
  - 1.13.4. **Exhibit C**, Memorandum of Agreement – Emergency Response Team (Must be executed by the Contractor and FDC);
  - 1.13.5. **Exhibit D**, POIIWTF Program Request and Budget Narrative;
  - 1.13.6. **Exhibit E**, Contractor's Price Sheet (The pricing submitted by the Contractor on the RFP's **Attachment C** – Price Sheet);
  - 1.13.7. **Exhibit F**, Staffing Pattern (The Technical Proposal submitted by the Contractor in response to the RFP);
  - 1.13.8. **Exhibit G**, Positions, Job Codes, and Salaries (The Technical Proposal submitted by the Contractor in response to the RFP);
  - 1.13.9. **Exhibit H**, Inmate Programmatic Services Plan (The Technical Proposal submitted by the Contractor in response to the RFP);

- 1.13.10. **Exhibit I**, Enhanced In-Prison and Post-Release Recidivism Reduction Program (The Technical Proposal submitted by the Contractor in response to the RFP);
- 1.13.11. **Exhibit J**, DMS PMO Transition Plan Requirements;
- 1.13.12. **Exhibit K**, DMS PMO Transition Schedule Requirements;
- 1.13.13. **Exhibit L**, Quarterly Performance Measures and Deliverables;
- 1.13.14. **Exhibit M**, Affidavit of No Offshoring (To be executed at the time of contract and annually thereafter); and

No additional documents submitted by a Respondent will be incorporated in the Contract unless it is specifically identified and incorporated into the Contract.

In addition to the requirements set forth in this Contract, the Contractor has an ongoing obligation to comply with FDC policies, procedures, and HSBs (relevant portions of which were attached to the RFP from which this Contract stems). Upon Contract execution, the Contractor will be provided access to FDC systems that will enable the Contractor to obtain the policies, procedures, and HSBs and any updates thereto. To the extent these are updated by FDC (or new policies, procedures, or HSBs are created) during the life of the Contract, the Contractor has an ongoing obligation to comply with such. No formal amendment to the Contract will be required to effectuate the Contractor's obligation to comply with updated/new FDC policies, procedures, or HSBs. Please note that all forms referenced in this Contract, unless specifically identified otherwise, are FDC forms and subject to the same update procedures.

In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. Contract
2. PUR 1000 General Contract Conditions
3. All other attachments to the Contract

**1.14. CONTRACT ADMINISTRATOR:** The Department employee who is primarily responsible for maintaining the official contract file. As of the Effective Date of the Contract, the Contract Administrator is Departmental Purchasing, 4050 Esplanade Way, Suite 335, Tallahassee, Florida 32399. The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to CONTRACTOR.

**1.15. CONTRACT MANAGER:** The Department employee who is primarily responsible for management and oversight of the Contract and evaluation of the CONTRACTOR's performance of its duties and obligations pursuant to the terms of the Contract. The Contract Manager is currently the Bureau Chief for the Bureau of Private Prison Monitoring. The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending notice to CONTRACTOR. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

- 1.16. **CONTRACTOR**: The entity awarded this Contract to operate and manage the Facility. The organizational entity serving as the primary Contractor with whom a contract is executed. The term Contractor shall include all employees, subcontractors, agents, volunteers, authorized representatives, or anyone acting on behalf of, in the interest of, or for, CONTRACTOR.
- 1.17. **COURT ORDERS**: Any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operation, management, or maintenance of the Facility or related to the care and custody of inmates at the Facility.
- 1.18. **CSU**: Crisis Stabilization Unit.
- 1.19. **DAY**: A calendar day.
- 1.20. **DCF**: Florida Department of Children and Families.
- 1.21. **DEA**: Drug Enforcement Administration.
- 1.22. **DEPARTMENT OR DMS**: The Florida Department of Management Services.
- 1.23. **DER**: Drug Exception Request.
- 1.24. **DOH**: Florida Department of Health.
- 1.25. **EMR**: Electronic Medical Records. The transition to electronic medical records is currently scheduled to go-live on a date to be determined.
- 1.26. **Enhanced In-Prison and Post-Release Recidivism Reduction Program**: A program as described in the proviso for Line 615L of the 2020-2021 General Appropriations Act. This program provides inmates with programming that exceeds the re-entry programming required by FDC to educate them on topics such as financial management and resume development and, after release, provides the inmates with a method of contacting the Contractor to discuss services available from the Contractor to assist in re-entry (e.g., transportation, bus passes, bicycles, transitional housing, food assistance, educational services, employment services, aftercare treatment or work-related expenses such as clothing or tools).
- 1.27. **EQUIPMENT or FURNITURE**: All furniture and equipment not permanently attached to the Facility.
- 1.28. **F.A.C.**: Florida Administrative Code
- 1.29. **FACILITY**: The nine hundred eighty-five (985) bed minimum/medium custody adult male secure correctional facility located in Bay County, Florida, and designed and constructed for the detention of adult male minimum/medium custody inmates.
- 1.30. **FBI**: Federal Bureau of Investigation.
- 1.31. **FCIC**: Florida Crime Information Center.
- 1.32. **FDC**: Florida Department of Corrections.
- 1.33. **FIXED EQUIPMENT or FIXTURE**: All equipment and systems necessary to the operation of the Facility, which are an integral part of, or permanently attached to, a structure, or permanently connected to the Facility utilities.
- 1.34. **FORCE MAJEURE**: Force Majeure is an act or acts of nature (i.e., hurricane, tornado, earthquake, natural fire) or an act or acts of a person or people (i.e., riot, labor strike, act of terrorism, war, national emergency) that can be neither anticipated nor controlled

by the parties, and which cause(s) and ordinarily excuse(s) the delay or failure in performance by one or both parties of any of the terms and conditions of this Contract.

- 1.35. **F.S.**: Florida Statutes
- 1.36. **GAAP**: Generally Accepted Accounting Process
- 1.37. **HIPAA**: Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d-8).
- 1.38. **HSB**: Health Services Bulletin.
- 1.39. **IMR**: Isolation Management Room.
- 1.40. **INMATE**: Any person assigned by FDC to be housed at the Facility over which DMS has contractual authority.
- 1.41. **INMATE DAY**: Each day, on which an inmate is housed at the Facility, including the first, but not the last day of incarceration as determined by the midnight count of each day.
- 1.42. **ISP**: Individualized Service Plan
- 1.43. **JCAHCO**: Joint Commission on Accreditation of Healthcare Organizations.
- 1.44. **LEASE PURCHASE AGREEMENT**: The Amended and Restated Lease Agreement with Option to Purchase funding mechanism employed to fund the design/build contracts for the facility.
- 1.45. **MOA**: Memorandum of Agreement.
- 1.46. **NCIC**: National Crime Information Center.
- 1.47. **OBIS**: Offender Based Information System, which is a system established by FDC, in which the Contractor will submit updated information as further specified below.
- 1.48. **OBIS-HS**: The Health Services component of the Offender Based Information System.
- 1.49. **OIG**: Office of Inspector General
- 1.50. **ON-SITE CONTRACT MONITOR**: The employee or employees of the Bureau designated to monitor the operation of the Facility for contract compliance and to coordinate actions and communications between the DMS and the CONTRACTOR. The Contract Monitor or the Bureau Chief, or its designee, shall be the official liaison between the Bureau and CONTRACTOR on all matters pertaining to the operation and management services of the Facility.
- 1.51. **OPPGA**: Office of Program Policy Analysis and Government Accountability.
- 1.52. **OSHA**: The Occupational Safety & Health Administration.
- 1.53. **PER DIEM RATE**: The cost charged per inmate, per inmate day for the delivery of operation and management services at the Facility.
- 1.54. **PRIVATELY OPERATED INSTITUTION INMATE WELFARE TRUST FUND (POIWTF)**: A trust fund account maintained by FDC that is required by section 945.215, F.S., and into which the net proceeds derived from operating inmate canteens, vending machines used primarily by inmates, receipts from telephone commissions, and similar sources shall be deposited monthly.
- 1.55. **RMC**: Reception and Medical Center.
- 1.56. **SEC**: Securities and Exchange Commission.
- 1.57. **SERVICE COMMENCEMENT DATE**: The date on which the CONTRACTOR shall begin providing operations and management services at the Facility. The Services

Commencement Date shall be **August 1, 2021**, unless a later date is approved as provided for in **Exhibit J**, DMS PMO Transition Plan Requirements.

- 1.58. SOAPE:** Subjective, Objective, Assessment, Plan, Evaluate. The structured organized method for healthcare providers to document healthcare.
- 1.59. SHOS:** Self-Harm Observation Status.
- 1.60. STATE:** The State of Florida, including the Florida Department of Management Services or any other state government entity referenced therein. These terms may be used interchangeably.
- 1.61. STATE-OWNED FURNISHINGS AND EQUIPMENT:** The items of personal property purchased with disbursements from the Project Account and leased to the Bureau pursuant to the terms and provisions of the Lease Purchase Agreement or reimbursed from POIITWF or reimbursed from funds for Enhanced In-Prison and Post-Release Recidivism Reduction Programs.
- 1.62. SUBCONTRACT:** An agreement entered into by CONTRACTOR with any other person or entity to perform any performance obligation for CONTRACTOR specifically related to securing or fulfilling CONTRACTOR's obligations to the Department under the terms of this Contract.
- 1.63. SUBCONTRACTOR:** Any person or entity other than an employee of CONTRACTOR who performs or agrees to perform any of CONTRACTOR's obligations under the terms of this Contract.
- 1.64. TRANSFER AGREEMENT:** **Exhibit B**, Transfer Agreement, between the Bureau, CONTRACTOR, and the Florida Department of Corrections (the FDC) which establishes guidelines for transfer of inmates between the Bay Correctional Facility and facilities operated by the FDC.
- 1.65. UNFORESEEN CIRCUMSTANCES:** Those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alter the financial conditions upon which this Contract is based.

## 2. SCOPE OF WORK

- 2.1. PURPOSE.** The purpose of this Contract is to establish the terms and conditions under which CONTRACTOR shall operate and manage the Facility.

## 3. TERM OF THE CONTRACT AND REPRESENTATIONS

- 3.1. TERM.** The Contract shall take effect upon signature, with the initial term continuing until three (3) years from the Service Commencement Date, unless terminated earlier pursuant to Section 10, DEFAULT AND TERMINATION PROVISIONS.
- 3.2. RENEWAL TERM.** The Contract may be renewed, in whole or in part, for successive two (2) year renewal terms, pursuant to section 957.04(1)(h), F.S. Renewals shall be at the price indicated in the attached Price Sheet. The renewal must be in writing and signed by both Parties and is contingent upon satisfactory performance evaluations and subject to availability of funds. The renewal must meet the savings requirements set forth in section 957.07, F.S. In addition, the Contractor shall not charge any costs



for renewal of the Contract. Pursuant to section 957.04(1)(h), F.S., the State is not obligated for any payments to the Contractor beyond current annual appropriations.

- 3.3. INITIAL TRANSITION PERIOD.** The Contractor shall work expeditiously to ensure transition of services from the incumbent vendor (if the incumbent is not the Contractor) to the Contractor by the Services Commencement Date. The Contractor shall provide the deliverables required in **Exhibit J**, DMS PMO Transition Plan Requirements. Failure to timely submit the transition plan shall result in a financial consequence of **\$10,000.00** per day from the first management payment. Failure to complete all milestones identified in **Exhibit J**, DMS PMO Transition Plan Requirements, within the Contractor's control, shall result in a financial consequence of **\$10,000.00** per milestone, per day from the first management payment.
- 3.4. COMMENCEMENT OF SERVICES.** Contractor's obligation to provide operations and management services under this Contract, and the Department's obligation to pay the Contractor for services, shall begin on the Service Commencement Date. Services related to the transition to daily services provided prior to the Service Commencement Date are provided gratuitously by the Contractor.
- 3.5. FINAL TRANSITION PERIOD.** In the event the Contract is transitioned from the Contractor to the Bureau/FDC/a successor vendor, a period of one hundred eighty (180) days is required to ensure an orderly and efficient transition from the Contractor to the Bureau/FDC/a successor vendor of the Facility. During this transition period, CONTRACTOR will transfer all necessary records, files, and documents for the operation of the Facility, including but not limited to inmate records, maintenance records, and personnel files. This obligation of the Contractor survives the expiration or termination of the Contract. In the event of an anticipated transition, the Bureau will request a final transition plan in a format similar to the Initial Transition Plan, which is subject to acceptance by the Department. Failure to timely submit the transition plan shall result in a financial consequence of **\$10,000.00** per day from the final management payment. Failure to complete all milestones identified in the Final Transition Plan Requirements, within the Contractor's control, shall result in a financial consequence of **\$10,000.00** per milestone, per day from the final management payment.
- 3.6. REPRESENTATIONS OF THE BUREAU.** The Bureau represents and warrants to and for the benefit of CONTRACTOR, with the intent that CONTRACTOR shall rely thereon for purposes of entering into this Contract, as follows:
- 3.6.1. Authorization. This Contract has been duly authorized, executed, and delivered by the Bureau and, assuming due execution and delivery by the Bureau constitutes a legal, valid, and binding agreement enforceable against the Bureau in accordance with its terms, subject to Sections 3.2.3 and 10.8.
- 3.6.2. Disclosure. There is no material fact which materially and adversely affects or in the future shall (so far as the Bureau can now reasonably foresee) materially and adversely affect the Bureau's ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to CONTRACTOR prior to the date hereof.

3.6.3. Statutory Contingency. The State's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature, pursuant to Section 287.0582, F.S., and the State is not obligated for any payments that exceed the amount of the current appropriation, pursuant to Section 957.04(2)(d), F.S.

**3.7. REPRESENTATIONS OF CONTRACTOR**. CONTRACTOR represents and warrants to and for the benefit of the Bureau, with the intent that the Bureau shall rely thereon for purposes of entering into this Contract, as follows:

3.7.1. Organization and Qualification. CONTRACTOR has been duly incorporated and validly exists as a corporation in good standing under the laws in its jurisdiction of incorporation with power and authority to own its properties and conduct its business as presently conducted. CONTRACTOR is duly qualified to do business as a corporation in good standing in Florida.

3.7.2. Authorization. This Contract has been duly authorized, executed, and delivered by CONTRACTOR, and constitutes a legal, valid, and binding agreement enforceable against CONTRACTOR in accordance with its terms.

3.7.3. No Defaults under Contract. CONTRACTOR is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by CONTRACTOR, under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit, or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect CONTRACTOR's ability to perform its obligations under this Contract.

3.7.4. Compliance with Laws. Neither CONTRACTOR nor its officers and directors purporting to act on behalf of CONTRACTOR have been advised, and have no reason to believe, that CONTRACTOR or such officers and directors have not been conducting business in compliance with all applicable laws, rules, and regulations of the jurisdictions in which CONTRACTOR is conducting business including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be so in compliance would not materially and adversely affect CONTRACTOR's ability to perform its obligations under this Contract.

3.7.5. No Litigation. Except as previously disclosed in writing to the Bureau, there is not now pending nor, to the knowledge of CONTRACTOR, threatened, any action, suit, or proceeding to which CONTRACTOR is a party, before or by any court or governmental agency or body, which might result in any material adverse change in CONTRACTOR's ability to perform its obligations under this Contract, or any such action, suit, or proceeding related to environmental or civil rights matters: and no labor disturbance by the employees of CONTRACTOR exists or is imminent which might be expected to materially and adversely affect CONTRACTOR's ability to perform its obligations under this Contract.

- 3.7.6. Taxes. CONTRACTOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon; CONTRACTOR has no knowledge of any tax deficiency which has been or might be asserted against CONTRACTOR which would materially and adversely affect CONTRACTOR's ability to perform its obligations under this Contract.
- 3.7.7. Financial Statements. CONTRACTOR has delivered, or shall deliver, to the Bureau copies of the following financial statements with all sub schedules and footnotes: a balance sheet, profit and loss statement, and a change in financial position schedule for each of the prior three (3) years. Such financial statements fairly present the financial position of CONTRACTOR at the date shown and the results of its operations for the periods covered, and have been prepared in conformity with GAAP applied on a consistent basis, except as discussed in the notes to the financial statements.
- 3.7.8. No Adverse Change. Since the date of CONTRACTOR's most recent balance sheet provided to the Bureau, there has not been any material adverse change in CONTRACTOR's business or condition, nor has there been any change in the assets or liabilities or financial condition of CONTRACTOR from that reflected in such balance sheet which is material to CONTRACTOR's ability to perform its obligations under this Contract.
- 3.7.9. Disclosure. There is no material fact which materially and adversely affects or in the future shall (so far as CONTRACTOR can now reasonably foresee) materially and adversely affect CONTRACTOR's ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Bureau prior to the date hereof. Failure to disclose such material facts, as described above, is grounds for termination for false representation.

#### 4. POSSESSION

- 4.1. **POSSESSION OF FACILITY**. On the Services Commencement Date effective the date of this Contract, the Bureau shall grant to CONTRACTOR exclusive use, possession, and control of the land and property comprising the Facility and its grounds, subject to terms of this Contract and to the right of the Bureau and other appropriate parties (including, but not limited to, OPPAGA, FDC, CMA, DOH, OSHA, DCF, and Legislative staff) to enter and/or inspect the Facility, programs, health services, food services, and grounds pursuant to Section 4.10.
- 4.2. **POSSESSION OF STATE-OWNED FURNISHINGS AND EQUIPMENT**. On the Services Commencement Date, the Bureau shall grant CONTRACTOR exclusive use and possession, subject to the terms of this Contract, of state-owned furnishings and equipment as same is defined and set out in the Design/Build Agreement. Items purchased with state funds are owned by the State of Florida and shall remain with the Facility in the event of termination or expiration of this Contract. All furnishings and

equipment are State property, except for CONTRACTOR Property as set forth under Section 4.5.

- 4.3. INVENTORY.** As part of CONTRACTOR's responsibility, CONTRACTOR shall prepare and maintain an inventory of state-owned furnishings and equipment, in accordance with DMS Policy: *Inventory of State Owned Furniture, Fixtures and Equipment (FF&E) located at Private Correctional Facilities*, a copy of which will be provided to the Contractor. Such inventory shall include the manufacturer, model number, serial number, monetary value (purchase cost), and assigned identification number. This inventory shall be provided to the On-Site Contract Monitor no later than the service commencement date. State-owned furnishings and equipment shall remain part of the Facility and may not be removed from the Facility, without approval from the On-Site Contract Monitor. The Bureau shall be entitled to conduct an independent inventory of state-owned furnishings and equipment prior to or within a reasonable time after the Services Commencement Date and shall be entitled to conduct an inventory of state-owned furnishings and equipment throughout the Term of this Contract. CONTRACTOR shall cooperate with the Bureau in its conducting of all inventories of state-owned furnishings and equipment. State property shall be designated with a sticker indicating it was purchased with state funds. CONTRACTOR shall submit a monthly inventory report detailing the manufacturer, model number, serial number, assigned identification number and location of the inventory item(s), and identify each item as being owned by (or purchased with funds of) the state, POIIWTF or CONTRACTOR.
- 4.4. REPLACEMENT OF INVENTORY.** CONTRACTOR, for the Facility furnishings, fixtures, and equipment covered by the "major maintenance and repair reserve fund" as described in Section 4.9, shall replace within sixty (60) days of the date of discovery of loss, theft, damage, or inoperability beyond repair with equipment having like functional ability, life expectancy, and quality. Upon receipt, such replacement equipment shall be added to the inventory and shall become the property of the State. The On-Site Contract Monitor shall be notified quarterly, in writing, of any state-owned furnishings and equipment that were replaced. Such notification must include all pertinent information (including a copy of the purchase receipt showing purchase cost, manufacturer, model number, serial number and assigned identification number) for the replaced item. Inoperable equipment replaced by CONTRACTOR shall be disposed of by CONTRACTOR after prior approval by the Bureau and in compliance the Department of Management Services' Property Asset Management (PAM) policy. Additional information on PAM is available at:  
[http://dms.myflorida.com/agency\\_administration/financial\\_management\\_services/property\\_asset\\_management\\_pam](http://dms.myflorida.com/agency_administration/financial_management_services/property_asset_management_pam)
- 4.5. CONTRACTOR PROPERTY.** CONTRACTOR shall provide equipment as it deems necessary, which shall be clearly identified and inventoried. Ownership of this property shall remain with CONTRACTOR and may be removed from the premises at any time by CONTRACTOR, provided that any damage to the Facility resulting from any removal pursuant to this Section shall be repaired by CONTRACTOR at the expense of CONTRACTOR. Any additional equipment purchased by CONTRACTOR during

the term of this Contract may be purchased by the Bureau at the conclusion of the Contract at CONTRACTOR's cost, less depreciation. Documentation of costs shall be provided.

- 4.6. SANITATION AND HYGIENE.** CONTRACTOR shall provide an environmentally clean, healthy, and safe Facility for both employees and inmates. CONTRACTOR shall be responsible for the following:
- 4.6.1. Sanitation and hygiene shall be maintained, at a minimum, at a level equivalent to the level of FDC facilities and in accordance with FDC's Environmental Health and Safety Manual. All floors shall be maintained and cleaned in accordance with industry standards. Concrete and composite flooring shall be waxed. All areas of the facility shall be maintained free of cobwebs or dust build-up, including ceiling and wall grills. Any dirt and/or dust-build up shall not be accepted. The yards shall be free of all trash. All kitchen equipment and utensils shall be free of grease build-up.
  - 4.6.2. All areas of the Facility shall be inspected daily for cleanliness and documentation of such inspections shall be provided to the On-Site Contract Monitor.
  - 4.6.3. Lighting, ventilation, and heating equipment shall be functioning at all times. No fire, safety or health hazards shall exist.
  - 4.6.4. All plumbing equipment, including toilets, sinks, and showers shall be operating properly at all times.
  - 4.6.5. All hazardous chemicals shall be inventoried, stored and maintained in accordance with OSHA's policy and procedures. Inventories and inspection documentation shall be made available to the On-Site Contract Monitor as requested.
  - 4.6.6. Food service areas shall be clean and in compliance with applicable state health regulations.
  - 4.6.7. Copies of all inspection reports, including internal and reports from governing agencies, shall be submitted to the On-Site Contract Monitor. To the extent any such report indicates that the Facility does meet a required standard, the Contractor shall submit a Corrective Action Plan and a timeline for correction for non-compliance issues (whether found by internal or external agents) within thirty (30) days to the On-Site Contract Monitor.
- 4.7. UTILITIES.** CONTRACTOR shall furnish all utilities. Copies of utility bills shall be made available to the On-Site Contract Monitor upon request.
- 4.8. MAINTENANCE.** CONTRACTOR shall maintain the physical structure of the Facility and all tangible personal property contained therein, including state-owned furnishings and equipment, in accordance with applicable FDC policy and procedure and Section 4.9, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance adhering to the manufacturer's recommended preventative maintenance schedule. CONTRACTOR shall maintain, preserve and keep the Facility and state-owned furnishings and equipment in good repair, working order and condition, subject to normal wear and tear, and shall make or cause to be made all necessary and proper repairs, including those identified by self-monitoring,

external monitoring, and the Bureau's inspections. All such replacements and renewals shall thereupon become part of the Facility. It is specifically understood and agreed that CONTRACTOR shall develop and implement a preventive and routine maintenance plan and shall keep maintenance records. Copies of inspection reports, maintenance records and maintenance plans shall be provided to the On-Site Contract Monitor in a report by the fifteenth (15<sup>th</sup>) of each month. During the term of this Contract, the Bureau shall have no responsibility, financial or otherwise, with respect to maintenance of the Facility other than that explicitly provided under Section 4.9. The responsibility for maintenance of the Facility shall be the sole responsibility of CONTRACTOR.

The maintenance plan shall include the following:

- 4.8.1. Plant equipment;
- 4.8.2. Structural maintenance; and
- 4.8.3. Vehicle preventive maintenance programs.

**4.9. MAJOR MAINTENANCE AND REPAIR RESERVE FUND.** CONTRACTOR shall make and be responsible for all routine and necessary repairs of the Facility, and repairs/replacement of all Facility furnishings, fixtures, and equipment, so long as the cost associated with any maintenance, replacement, or repair is **\$5,000.00** or less (per item, per occurrence). Routine and necessary repairs shall be defined as any maintenance or repair, which has a cost of **\$5,000.00** or less (per item, per occurrence). On the first (1<sup>st</sup>) day of each month, the Bureau shall deduct one-twelfth (1/12) of **\$197,004.00** from the Contractor's monthly invoice and transfer said amount to the Grants and Donations Trust Fund. This equates to **\$16,417.00** per month.

- 4.9.1. CONTRACTOR shall follow the Bureau's 'Major Maintenance and Repair Fund' policy, a copy of which will be provided to the Contract, for all requests for reimbursement.
- 4.9.2. Requests for reimbursement for maintenance or repair costs in excess of **\$5,000.00** shall be submitted to the Bureau Chief and, subject to the receipt of written approval from the Bureau Chief, the costs of such major maintenance or repairs shall be charged to the Major Maintenance and Repair Reserve Fund. The Bureau shall be the owner of such fund, and CONTRACTOR shall have no rights, other than as set forth herein, in such fund or in any fund earnings.

**4.10. ACCESS TO THE FACILITY.** The On-Site Contract Monitor, the Bureau Chief, all FDC and Department representatives, or other designated representatives from DMS or the Bureau and members of the Bureau shall have access at all times, with or without notice, to inmates and staff and to all areas of the Facility. Other Department employees and State officials (including, but not limited to, the OPPAGA, DOH, CMA, etc.), on official business, shall have full access to inmates, staff, and all areas of the Facility at all times, with or without notice. Representatives shall not be unnecessarily detained at the front gate. CONTRACTOR shall not detain any representative(s) for any period of time in excess of the time necessary for parties to comply with existing security processes.

**4.11. EXPANSION/RENOVATIONS.** Subject to the prior written approval of the Bureau, which shall not unreasonably be withheld, CONTRACTOR shall have the authority to remodel the Facility or make substitutions, alterations, additions, modifications, and improvements to the Facility (provided CONTRACTOR does not use a lesser quality - burden of proof of quality is with the CONTRACTOR), the cost of which remodeling, substitutions, alterations, additions, modifications, and improvements shall be paid by CONTRACTOR, and the same shall become part of the Facility and owned by the State. Minor alterations may be done at CONTRACTOR's expense without prior approval from the Bureau. Minor alterations shall be defined as alterations costing less than **\$25,000.00**. All alterations shall comply with applicable codes and standards and shall be documented on the Facility's inventory as necessary.

The Contractor may expand this Facility if authorized by the Bureau. In the event expansion of the Facility occurs, per diem and other adjustments shall be made upon mutual agreement of the parties.

**4.12. MATERIAL DAMAGE OR LOSS.** Promptly after the occurrence of any damage to or loss at the Facility that materially affects the continued operation of the Facility; CONTRACTOR shall notify the Bureau of such loss or damage. The Bureau and CONTRACTOR shall jointly assess the nature and extent of such damage or loss and, as soon as practicable thereafter, determine whether it is practicable and desirable to rebuild, repair, or restore such damage or loss. If the Bureau and CONTRACTOR determine that such rebuilding, repairing, or restoring is practicable and desirable, CONTRACTOR shall forthwith proceed with such rebuilding, repair, or restoration. All costs associated with the rebuilding, repair, and/or restoration shall be reasonable, allowable, allocable, and documented. Competition (two or more responses) usually establishes price reasonableness. Upon the completion thereof, such rebuilding, repair or restoration shall thereupon become part of the Facility. In such case, any insurance proceeds received in respect to such damage or loss shall be used for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. Insurance records, including proceeds and deductibles, shall be provided to the On-Site Contract Monitor upon request. In the event such insurance proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, CONTRACTOR is responsible for payment due in excess of insurance proceeds received. If the Bureau and CONTRACTOR determine, in writing, that repairing, rebuilding or restoration is not feasible or practical, and further agree, in writing, not to rebuild, repair or restore the Facility, then this Contract shall terminate with respect to such Facility thirty (30) days after such determination.

**4.13. VEHICLES.** CONTRACTOR shall purchase and provide all vehicles required for the operation and maintenance of the Facility. CONTRACTOR shall have all vehicles properly insured for comprehensive, collision, property, medical, personal injury, theft and replacement damages. All maintenance plans and records, preventative maintenance, repair records, etc. shall be provided to the On-Site Contract Monitor monthly.

**4.14. MEDIA ACCESS:** CONTRACTOR shall adhere to Rule Chapter 33-104, Florida Administrative Code (F.A.C.), relating to media access. All media visits at the Facility require prior approval from the Department.

## **5. OPERATION**

**5.1. GENERAL DUTIES.** CONTRACTOR shall provide the operation and management services and shall operate, maintain, and manage the Facility in compliance with applicable federal and state constitutional requirements, laws, court orders, and standards (in the case of a conflict between standards, the more demanding standard shall control), whether now in effect or hereafter effected or implemented, and in accordance with the operational plan, the terms and conditions contained in this Contract, and any documents referenced therein. CONTRACTOR shall be in compliance with all applicable ACA Standards and requirements for adult correctional institutions, except for ACA Standards from which CONTRACTOR has been explicitly exempted in writing by the Bureau Chief and shall maintain ACA accreditation. CONTRACTOR must submit a written request for any such exemption to the Bureau Chief, who may, at his/her sole discretion, grant or deny such exemption in writing to CONTRACTOR. Any decision by the Bureau Chief is final and not subject to appeal or challenge by CONTRACTOR in any civil or administrative forum, nor subject to any mediation or arbitration proceedings.

5.1.1. Pursuant to Chapter 957.01(1)(e), F.S., CONTRACTOR may propose a waiver of a particular FDC rule, policy, or procedure that is inconsistent with the mission to establish and maintain cost-effectiveness at the Facility. Such proposals shall be submitted to the Bureau Chief, who may, at his/her sole discretion, grant or deny such a waiver in writing to CONTRACTOR. All decisions by the Bureau Chief under this Section are final and not subject to appeal or challenge by CONTRACTOR in any civil or administrative forum, nor subject to any mediation or arbitration proceedings.

**5.2. FISCAL OPERATIONS.** CONTRACTOR shall comply with all of the following requirements concerning fiscal operations, including but not limited to, the proper maintenance of accounting records and the periodic report of financial data in accordance with all auditing requirements as generally specified in Sections 5.3 through 5.8.

5.2.1. The Contract may utilize the FDC established contracts for revenue generating services including, but not limited to, canteen/commissary, package programs, inmate telephone, vending, and multimedia kiosks/tablets. The Contractor may work with the FDC/Department to implement services from their existing contracts, in coordination with the Department. All revenue generated from these services shall continue to be deposited in the POIITWF. This coordination shall help standardize services for inmates and their friends and family and help maximize contributions to the POIITWF.



- 5.3. MAINTENANCE AND OPERATION OF FUNDS.** CONTRACTOR shall maintain operating its books and records in accordance with GAAP in reasonable detail to include, but not limited to, groups of accounts for Facility operations, health services, substance abuse, educational services, food services, security services, maintenance and administration
- 5.4. OPERATION OF INMATE BANK.** CONTRACTOR shall maintain Inmate Bank funds separate and apart from other funds and to abide by FDC policy and procedure directives as regarding the same.
- 5.5. OPERATION OF THE PRIVATELY OPERATED INSTITUTIONS INMATE WELFARE TRUST FUND (POIIWTF).** CONTRACTOR shall maintain the POIIWTF accounts in accordance with all applicable standards and FDC rules and regulations. Funds in the POIIWTF may be appropriated annually by the Legislature for the benefit and welfare of inmates incarcerated in privately operated correctional facilities. Subject to sufficient funds in the POIIWTF and budget authority in accordance with **Exhibit D**, POIIWTF Program Request and Budget Narrative, which is inclusive of the following attachments: A. POIIWTF Program Request and Narrative; B. Budget Instructions; and C. Budget Narrative. Services are strictly paid as cost reimbursement. No funds will be paid for services not provided.
- 5.5.1. By **March 1** of each year, Contractor must submit an application for expenditures to be made from the POIIWTF for the next fiscal year to the Department for review. In accordance with section 944.72(1), F.S., planned expenditures must cover expenses for the benefit and welfare of inmates at the Facility.
- 5.5.2. Expenditures from this trust fund must meet the guidelines of Section 945.215, F.S. and may not include items that are part of the Contract.
- 5.5.3 Also, CONTRACTOR must compile a report that documents the actual receipts and expenditures from this trust fund for the previous fiscal year and the projected receipts and expenditures for the next fiscal year, beginning **July 1** and ending **June 30**, and provide such to the Bureau. This report is due by **July 31** each year for the previous fiscal year.
- 5.5.4. CONTRACTOR must compile a report that documents the actual receipts and expenditures from this trust fund for each current fiscal year, beginning **July 1** and ending **June 30**, and provide such to the Department. This report is due by **July 31** each year for the previous fiscal year.
- 5.5.5 Expenditures for operational cost and fixed capital outlay made from the POIIWTF must meet the guidelines of section 945.215, F.S., and applicable terms of this Contract. Contractor is responsible for contracting and overseeing the construction of fixed capital outlay projects authorized by the Legislature. All operations and fixed capital outlay projects and expenditures must be approved by the Department.
- 5.5.6 CONTRACTOR shall send to the Department a monthly report by the fifteenth (15<sup>th</sup>) of each month, for the previous month's deposits and expenditures made to the POIIWTF (Commissary Account).

- 5.5.7 CONTRACTOR shall send to the Department a monthly reimbursement request for approved program expenditures, conforming to the Department's procedure, by the fifteenth (15<sup>th</sup>) of each month, for the previous month's program expenditures.
- 5.5.8 The Contractor may utilize the FDC established contracts for revenue generating services including, but not limited to, canteen/commissary, package programs, inmate telephone, vending, and multimedia kiosks/tablets. The Contractor may work with the FDC/Department to implement services from their existing contracts, in coordination with the Department. All revenue generated from these services shall continue to be deposited in the POIIWTF. This coordination shall help standardize services for inmates and their friends and family and help maximize contributions to the POIIWTF.
- 5.6. **AUDITING OF TRUST ACCOUNTS.** CONTRACTOR shall develop and update as necessary, with the approval of the Department, administrative procedures to ensure proper accounting and internal control of the receipts and expenditures of the funds from the POIIWTF (Commissary Account) and Inmate Bank Fund. CONTRACTOR shall review such procedures yearly to ensure procedures remain current and timely. Documentation of this review and any recommendations for change shall be submitted to the On-site Contract Monitor yearly. CONTRACTOR shall have an independent audit of the Inmate Bank Fund and POIIWTF (Commissary) fund, conducted on an annual (fiscal year) and cash basis, and the entire results of the audit shall be submitted to the Department by **October 1**.
- 5.7. **FINANCIAL REPORTING.** Audited annual financial statement, prepared in accordance with GAAP and clearly distinguishing Inmate Bank and POIIWTF shall be filed not later than **July 31** of each year except as provided for as below:
- 5.7.1 For the first, or partial year of occupancy:
- 5.7.1.1. If the period of occupancy has been six (6) months or less prior to **July 1** of the succeeding year, the report shall not be due until **July 31** of the second (2<sup>nd</sup>) succeeding year.
- 5.7.1.2. If the period of occupancy has been greater than six (6) months prior to **July 1** of the succeeding year, the report shall be filed not later than **July 31** of the succeeding year.
- 5.7.2 The monthly financial statement shall consist of at a minimum:
- 5.7.2.1 Inmate Bank Fund: Accounting of the Inmate Bank fund, including a spread sheet showing all account actions for the relevant time period for each account and the balance if any at the time of submission of the statement. This report is due monthly by the twelfth (12<sup>th</sup>) day of the month or the first (1<sup>st</sup>) business day thereafter;
- 5.7.2.2 POIIWTF: A statement of revenues, expenses, and statement of budgeted and actual expenditures (detailed by object code). This report is due by the twelfth (12<sup>th</sup>) of the month or the first (1<sup>st</sup>) business day thereafter.

- 5.8. SEC RECORDS.** If Contractor is required to file reports with the SEC, then CONTRACTOR shall, within thirty (30) days of filing, notify the Bureau when all annual reports on Form 10-K, quarterly reports on Form 10-Q and reports on Form 8-K required are filed by CONTRACTOR with the SEC and provide an electronic link to such reports. No later than the date of execution of this Contract, CONTRACTOR shall provide the Bureau with its most recent Form 10-K and any Form 10-Qs or Form 8-Ks filed.
- 5.9. ACA ACCREDITATION.** CONTRACTOR shall maintain ACA accreditation for the Facility pursuant to and in accordance with the terms of Section 957.04(1) (c), F.S. CONTRACTOR must provide a detailed plan addressing CONTRACTOR's goal for achieving and maintaining ACA accreditation through the term of the Contract by the Service Commencement Date. CONTRACTOR shall provide the On-Site Contract Monitor copies of the detailed plan, all mock audit results, and any changes to plan. Any changes to the plan shall be approved by the Contract Manager in writing. CONTRACTOR shall apply for accreditation no later than sixty (60) days after the Service Commencement Date and achieve ACA accreditation of the Facility within twelve (12) months after CONTRACTOR applies to the ACA for accreditation. Once accreditation is achieved, CONTRACTOR shall maintain it for the duration of the Contract term. CONTRACTOR's failure to comply with this section shall be considered a violation of the terms of this Contract, subjecting CONTRACTOR to the assessment of credits and/or termination of the Contract by the Bureau at the Bureau's discretion pursuant to Section 10.
- 5.10. CLASSIFICATION AND ASSIGNMENT OF INMATES.**
- 5.10.1. CONTRACTOR shall provide a classification program that is in accordance with all applicable standards and FDC rules, policy and procedures. CONTRACTOR shall provide suitable office space at the Facility for one (1) or more FDC classification officers as may be determined by the FDC to conduct classification services, subject to the Bureau's approval. CONTRACTOR may not make any change in an inmate's custody level but may recommend custody level changes to FDC for approval.
- 5.10.2. Beginning on the Services Commencement Date, inmates shall be assigned to the Facility by the FDC at a rate not to exceed capacity of the Facility in accordance with the following:
- 5.10.2.1. Adult male minimum and medium custody security level; the inmates transferred by the FDC shall represent a cross section of the adult male minimum and medium custody inmate population, and be mentally, physically, and medically capable of participating in the programs; prior completion of the initial classification process at a FDC facility; accompanied by all initial classification and subsequent reviews and other necessary documentation; accompanied with a complete medical record, including chest X-ray; and accompanied by documentation of the amount contained in the inmate's Commissary account with the funds to be

forwarded by the FDC to the Facility within ten (10) days of receipt of the inmate, in compliance with Chapter 33, F.A.C.

5.10.2.2. If an inmate does not meet the qualifications or classification level necessary for classification to the Facility and CONTRACTOR is aware of this before acceptance, CONTRACTOR may refuse to accept an inmate. If an inmate is later found not to meet the qualifications or classification level necessary for classification to the Facility, CONTRACTOR may request the transfer of unqualified or improperly classified inmates to an FDC facility pursuant to Sections 5.12 and 5.14.

**5.11. ORIENTATION OF INMATES.** CONTRACTOR shall conduct an orientation program for newly assigned inmates with the program meeting minimum standards as outlined in Chapter 33-601.100, F.A.C. CONTRACTOR shall provide a copy of the orientation materials and associated forms the inmate is required to sign documenting facility orientation. The orientation materials shall be reviewed annually and updated as needed. Documentation of the review shall be provided to the On-Site Contract Monitor. Changes to the orientation curriculum require written approval by the Contract Manager. The Department reserves the right to require changes to the curriculum as needed.

**5.12.** CONTRACTOR shall ensure sufficient staff is assigned to conduct Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background screenings relating to inmates, visitation, volunteers, and subcontractors. CONTRACTOR shall ensure the training and certification of this staff. Copies of access requests, training and certifications shall be maintained at the Facility. This access shall be used for criminal justice purposes. The Contractor will be responsible for finding a law enforcement agency to sponsor its access to this information prior to the Service Commencement Date and to provide criminal justice oversight. To comply with Federal Bureau of Investigation (FBI) regulations, the FBI Criminal Justice Information Services (CJIS) security addendum (which can be found on page 231 of the document linked here: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>) must be executed between the Contractor and the sponsoring law enforcement agency and shall be incorporated into the Contract after signature. CONTRACTOR shall adhere to Section 5.1.1.5, Private Contractor User Agreements, of the CJIS Security Policy, requiring the incorporation of the CJIS Security Addendum approved by the Director of the FBI (action for the U.S. Attorney General), as referenced in Title 28 CFR 20.33(a)(7).

**5.13. TRANSFER OF INMATES.** Certain circumstances may require an inmate's transfer out of the Facility. These circumstances include custody changes resulting from disciplinary infractions or other behavior in the Facility; medical and psychiatric transfers, as initiated by medical staff at the Facility; disciplinary transfers in accordance with CONTRACTOR's disciplinary procedures; emergency transfers that involve extreme circumstances not normally found at the Facility; administrative transfers used in witness protection cases; or to adjust operational capacities.

- 5.13.1. CONTRACTOR may be required to transport non-routine transfers such as emergency medical, emergency mental health, court orders, protective management, etc. Non-routine transports shall be determined by the FDC by the nature of the request or its urgency. In the event that a dispute exists between CONTRACTOR and the FDC relating to the non-routine transports and an agreement cannot be reached on a transport request, the Department shall make the final decision.
- 5.13.2. CONTRACTOR may request, in writing, that an inmate be transferred from the Facility. The Bureau, CONTRACTOR, and the FDC shall comply with the terms of the Transfer Agreement when transferring inmates between a correctional facility operated by the FDC and a privately operated facility. In the event that an agreement cannot be reached on a transfer request, the Bureau shall have the final decision on which inmates may be transferred from the Facility. Any decision by the Bureau Chief is final and not subject to appeal or challenge by CONTRACTOR in any civil or administrative forum, nor subject to any mediation or arbitration proceedings.
- 5.14. **RELEASE OF INMATES.** CONTRACTOR shall release inmates in compliance with the FDC's policy pertaining to release and the requirements of Rules 33-601.501-503, F.A.C., which establishes the procedure to be followed in providing a discharge gratuity and travel to eligible inmates upon their release. CONTRACTOR shall follow procedures which are substantially identical to those in Rules 33-601.501-503, F.A.C., and make payment from its fund to eligible inmates. The DMS, and/or the FDC, shall not reimburse CONTRACTOR for discharge gratuity payments made. The funds for this should be incorporated into the per diem rate. The Contractor shall submit a monthly report that includes the inmate released and the corresponding receipts for the discharge gratuity and travel payments to the On-Site Contract Monitor.
- 5.15. **INMATE DISCIPLINE.** CONTRACTOR shall administer the system of inmate rules and disciplinary procedures in compliance with Florida Statutes, Florida Administrative Codes, Rules of Prohibitive Conduct and Penalties and FDC policies and procedures. The penalties for infractions must be consistent with those imposed by FDC.
- 5.16. **INMATE VISITATION.** CONTRACTOR shall provide all space, furniture, equipment, and supervision necessary to implement a visitation program in compliance with the FDC rules, policies and procedures. Both contact and non-contact visitation shall be provided as determined by an inmate's custody level and disciplinary status. CONTRACTOR shall provide space, equipment and supervision necessary for inmate visiting with children.
- 5.17. **INMATE DRUG TESTING.** CONTRACTOR shall conduct a random drug testing program consistent with FDC's policies and procedures. The FDC shall provide a monthly list of inmates to be drug tested. The list shall be randomly generated. Monthly reports must be submitted to the On-Site Contract Monitor regarding the testing results. Results shall also be updated in OBIS within three (3) days of the Contractor's receipt of the test results.

**5.18. INMATE MAIL AND TELEPHONE.**

5.18.1. CONTRACTOR shall provide for mail and telephone services in compliance with the FDC's rules, policies, and procedures. As required by Section 945.215, F.S., net receipts from telephone commissions shall be sent to the FDC and deposited monthly in the POIIWTF, using the procedure outlined in Section 5.5. The telephone service provider for the Facility shall be responsible for the repair and maintenance of any equipment it installs. However, CONTRACTOR shall take all reasonable precautions to prevent damage to the equipment. CONTRACTOR shall provide computer hardware for administration of the inmate telephone system. The telephone system must allow for remote access to monitor inmate's telephone calls. CONTRACTOR shall comply with all state, federal, and local laws and regulations, including the FDC's rules, policies, and procedures regarding inmate access to telephones found in Rule Chapter 33, F.A.C.

5.18.2. CONTRACTOR shall develop and update, as necessary, with the approval of the Bureau, administrative procedures to verify that: contracted telephone companies accurately record and report all telephone calls made by inmates incarcerated in the Facility; persons who accept collect calls from inmates are charged the contracted rate; and the funds are deposited into the telephone revenue account and transmitted monthly into the POIIWTF.

**5.19. USE OF FORCE.** CONTRACTOR shall develop and implement use of force policies and procedures in compliance with Florida Statutes, Florida Administrative Code, FDC policies and procedures, and accepted industry practice.

**5.20. INMATE PERSONAL PROPERTY.** CONTRACTOR shall handle and dispose of inmate property in compliance with FDC rules, policies, and procedures and other applicable standards provided in Rule Chapter 33, F.A.C., any state, federal, or local law or regulation, and the United States Constitution. A monthly report shall be submitted to the On-Site Contract Monitor regarding the property disposed of in compliance with the policy.

**5.21. INMATE GRIEVANCE PROCEDURE.** CONTRACTOR shall develop and implement an inmate grievance system that meets or exceeds the requirements of federal guidelines established under 42 U.S.C. § 1997e (2005) and Rule Chapter 33, F.A.C.

**5.22. SENTENCE COMPUTATION.** CONTRACTOR shall provide the FDC with data and information relating to sentence computation. The decision with respect to sentence computation rests with the FDC. CONTRACTOR shall forward any court ordered sentence modifications (received via any source) to the FDC Bureau of Sentence Structure and Population Management upon receipt.

**5.23. GAIN TIME, CHANGE OF CUSTODY AND FURLOUGHS.** CONTRACTOR shall provide specific information to the FDC for the purposes of award or forfeiture of gain time, change of custody or granting furloughs with the decision for such resting with the FDC.

**5.24. [REDACTED]**  
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5.24.6.5. [REDACTED]

5.24.6.6. [REDACTED]

5.24.6.7. [REDACTED]

**5.25. FOOD SERVICE.** CONTRACTOR shall provide a food service program in compliance with the FDC rules, policies and procedures and Section 957.04(1)(f), F.S. CONTRACTOR is required to be responsible for a variety of services including a diet at least equal to those provided by the FDC in comparable facilities.

5.25.1. CONTRACTOR shall provide all food, staffing, and supervision of preparation for the total delivery of food service at the Facility. CONTRACTOR shall provide a full-service kitchen with separate dining rooms for inmates and staff.

5.25.1.1. Master Menu:

5.25.1.1.1. The FDC has developed, and has in place, a four-week cycle Master Menu that shall be followed by CONTRACTOR to ensure inmates housed in the Facility receive the same caloric and dietary requirements. In order to maintain cost-effectiveness at the Facility, CONTRACTOR may offer, and if approved by the Bureau, utilize an alternative Master Menu that meets the same nutritional and caloric standards as contained in the FDC Master Menu. CONTRACTOR shall serve two (2) hot meals per day in accordance with ACA

- Standards, with the exception of sack lunches or other special diets, as directed by medical staff, or the Warden in the case of an emergency.
- 5.25.1.1.2. CONTRACTOR shall make provisions for providing sack lunches for inmate work crews in compliance with the applicable FDC standards.
- 5.25.1.2. Delivery of Food:
- 5.25.1.2.1. General Population: CONTRACTOR shall utilize cafeteria style feeding for general population inmates housed at the Facility.
- 5.25.1.2.2. Staff/Employees/Official Visitors: CONTRACTOR shall provide separate dining room facilities for staff, employees and official. This requirement is not intended for inmate visitation participants.
- 5.25.1.2.3. Confinement: Inmates who are housed in confinement shall be fed in the confinement units.
- 5.25.1.2.4. Medical Diets: CONTRACTOR shall prepare all medical diets in accordance with the recipes and menus in the FDC's Therapeutic Diet Master Menu and account for the number of inmates receiving such diet. CONTRACTOR shall provide the On-Site Contract Monitor with a monthly report of all inmates at the facility receiving a medical diet. Additional documentation may be required upon review of the monthly report.
- 5.25.1.3. Religious Diets/Alternate Entrée: The Facility's Chaplain shall have the authority under the Florida Administrative Code to approve and facilitate religious diets. Except in rare circumstances, requirements for religious diets are met by the Master Menu through the alternate entree program, vegan meal pattern or the Certified Food Option (CFO). A non-meat protein source is designated on each daily menu as an alternate to the main entree. Any inmate may choose between either the main entree or the designated alternate. An Inmate Request, form DC6-236, is submitted to the Food Service Director to request the vegan meal pattern and to the Chaplain to request the CFO. CONTRACTOR shall provide the On-Site Contract Monitor with an updated list monthly of all inmates at the facility receiving a religious diet. Additional documentation may be required upon review of the monthly report.
- 5.25.1.4. Records must be maintained indicating daily menus and number of meals served. Substitutions to the pre-approved menus must be clearly documented and CONTRACTOR must ensure that substitutions made are of equivalent nutritional and caloric value

to the original item. CONTRACTOR shall provide the On-Site Contract Monitor with an updated monthly report indicating the number of meals served and the daily menu. Additional documentation may be required upon review of the monthly report.

- 5.25.1.5. CONTRACTOR shall develop a written policy and procedure for delivery of food in case of an emergency (examples: non-delivery of food, riots, natural disasters, equipment failure). Emergency feeding policies and procedures must be reviewed annually with documentation of that review provided to the On-Site Contract Monitor. Any changes to the policy/procedure must be approved in writing by the Contract Manager prior to implementation.
- 5.25.1.6. CONTRACTOR shall develop and implement a written plan for sanitation and rodent control which includes all kitchen/dining space, appliances, supplies and equipment. The sanitation plan must adhere to FDC rules, policies and procedures and must be reviewed annually with documentation of that review provided to the On-Site Contract Monitor. Any changes to the plan must be approved in writing by the Contract Manager prior to implementation.
- 5.25.1.7. A preventive maintenance schedule for the food service equipment must be developed and implemented according to the manufacture's recommendations.
- 5.25.1.8. All tools, including knives and utensils must be locked in a controlled environment, inventoried, and signed in and out in accordance with FDC policy and procedure. Sign in/out sheets must be provided to the On-Site Contract Monitor upon request.
- 5.25.1.9. All foods and/or condiments of a high security risk shall be locked in a controlled environment in accordance with FDC policy and procedure. Sign in/out sheets must be provided to the On-Site Contract Monitor upon request.

**5.26. INMATE COMMISSARY AND VENDING SERVICES.**

- 5.26.1. Inmates shall have access to a commissary for purchase of goods. Items sold in the Commissary should only be those items allowed in Rule 33-602.201, F.A.C., Appendix 1, and only in the possession quantities specified. CONTRACTOR shall provide an inmate commissary and may provide for the placement in the Facility of one or more vending machines for use by the inmate's visitors and/or staff. Items for resale must be priced comparatively with like items for retail sale at fair market prices. Receipts for these items must be provided upon request. DMS encourages the use of economies of scale where possible and permissible to provide the best value for the State and inmates residing at the facility.
- 5.26.2. As required by Section 945.215, F.S., the net proceeds derived from operating inmate canteens, vending machines used primarily by inmates,

receipts from telephone commissions, interest earned on the account, and similar sources shall be sent to the FDC and deposited monthly in the POIIWTF.

- 5.26.3. Funds necessary to purchase items for resale in the commissary and inmate vending machines shall be deposited into a local bank account established by CONTRACTOR and approved by the Bureau, hereinafter called the "Commissary Account."
- 5.26.4. CONTRACTOR shall make expenditures to the Commissary Account to purchase items for resale in the commissary and for other items as contemplated in Section 945.215, F.S. CONTRACTOR shall send to the On-Site Contract Monitor and the Bureau a monthly report of deposits and expenditures made to the POIIWTF by the tenth (10<sup>th</sup>) of the month. This report should include deposits and expenditures made to the Commissary Account.
- 5.27. **INSPECTION REPORTS.** CONTRACTOR shall provide copies of all inspection reports, including internal and reports from governing agencies, to the On-Site Contract Monitor. Corrective Action Plans and a timeline for correction for non-compliance issues (whether found by internal or external agents) shall be submitted to the On-Site Contract Monitor within thirty (30) days of discovery of the issue.
- 5.28. **REMOTE ACCESS TO FACILITY'S CAMERA SYSTEM.** CONTRACTOR shall provide remote access to Bureau staff, as designated by the Contract Manager, to view the Facility's camera system.
- 5.29. **RIGHTS, DUTIES, AND RESPONSIBILITIES RELATED TO FDC'S OFFICE OF THE INSPECTOR GENERAL, ACCESS, COOPERATION, INVESTIGATION, AUDIT, REVIEW, OR INSPECTION.**
- 5.29.1 CONTRACTOR shall permit full and immediate access to the FDC's Office of the Inspector General (OIG) at all times, with or without notice, to all inmates, staff, volunteers, physical areas of the Facility, and any conveyance that transports inmates. CONTRACTOR shall not deny, delay, obstruct, or otherwise restrict OIG access to any inmate, staff, volunteer, physical area of the Facility, or any conveyance that transport inmates.
- 5.29.2. CONTRACTOR shall permit the OIG to consult and confer with any inmate, staff, or volunteer privately and without molestation. CONTRACTOR shall refrain from taking any retaliatory action against any inmate, staff, or volunteer as a result of the inmate, staff, or volunteer's consultation or conference with the OIG.
- 5.29.3 CONTRACTOR shall permit online and onsite visits by the OIG during any administrative or criminal investigation, audit, review, or inspection conducted by the OIG or by the OIG in conjunction with a local, state, or federal law enforcement agency or authority. Online and onsite access includes, but is not limited to, physical and virtual access to any and all mainframes, servers, clients, network devices, intrusion prevention systems, and external and internal security scans of these resources.

- 5.29.4. CONTRACTOR shall provide to the OIG any and all operating system logs generated by mainframes, servers, clients, and network devices, as requested.
  - 5.29.5. CONTRACTOR shall direct all staff and volunteers to fully cooperate with the OIG in the process of an audit, investigation, review, or inspection. CONTRACTOR shall facilitate full cooperation from all staff, contractors, subcontractors, independent contractors, and vendors with the OIG in the process of an audit, investigation, review, or inspection.
  - 5.29.6. CONTRACTOR shall inform, in writing, the OIG of the name and location and assignment of any employee or volunteer (including subcontractor employees/volunteers and independent contractors) arrested, charged, or indicted for a criminal offense no later than forty-eight (48) business hours after the arrest, charge, or indictment. CONTRACTOR shall inform, in writing, the OIG if the arrested, charged, or indicted employee is also employed with the FDC or any other local, state, or federal law enforcement or correctional agency.
  - 5.29.7. When an allegation pursuant to a violation of law, rule, or procedure is sustained as a result of an OIG investigation, the disciplining authority, regardless of the disciplinary decision, shall report the corrective action or disposition on the DC1-811 form to the OIG no later than thirty (30) days after receipt, unless an extension is authorized by the Inspector General or her/his designee.
  - 5.29.8. CONTRACTOR shall adhere to all applicable provisions of FDC procedure 108.003: Investigative Process.
  - 5.29.9. CONTRACTOR shall make sufficient office space available for use by the OIG that allows for confidential business to be conducted. CONTRACTOR shall provide necessary support related to the office space, including, but not limited to, computer, telephone, and internet access. CONTRACTOR shall ensure that any office space dedicated to the OIG is secure and unable to be accessed or occupied by any inmate or staff member without prior permission of the OIG.
- 5.30. HEALTH CARE SERVICES.** CONTRACTOR shall provide comprehensive and medically necessary medical, dental, and mental healthcare services with related pharmacy services (including provision of pharmaceuticals) on a non-capitated basis to inmates in the Facility that meet or exceed the minimum requirements outlined in this Contract. This includes all healthcare treatment and related program support services. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Bureau Chief. CONTRACTOR and the Department shall each act in good faith in the performance of all their respective contract duties and responsibilities. Access to and provision of all services outlined herein shall be in accordance with minimum constitutionally adequate levels of healthcare regardless of place of assignment or disciplinary status. CONTRACTOR must adhere to all FDC criteria, definitions, and classifications regarding medical and

psychological grades. CONTRACTOR must be prepared to follow the most current version of FDC terminology, procedures, and health services bulletins.

5.30.1. Inpatient hospitalization costs: CONTRACTOR shall be responsible for all medical costs.

5.30.1.1. CONTRACTOR shall be responsible for providing security for any inmate admitted to a hospital. CONTRACTOR shall notify the Department and the FDC as soon as possible (within two (2) hours) any time an inmate is admitted to a hospital. To assist CONTRACTOR in minimizing security costs, CONTRACTOR may utilize services, in accordance with FDC procedure 401.005 relating to utilization management, available at FDC's Reception and Medical Center (RMC) hospital in Lake Butler, Florida, in all appropriate cases contingent upon space availability.

5.30.1.2. CONTRACTOR shall comply with HIPAA and all applicable regulations promulgated hereunder.

5.30.2. CONTRACTOR is required to provide comprehensive healthcare service coverage twenty-four (24) hours a day seven (7) days a week at the Facility. CONTRACTOR is responsible for the provision of and costs for medical linens, including SHOS mattresses and other emergency room supplies, and both urgent and emergency medical transportation. (Note: Medical linens typically include sheets, pillowcases, cotton blankets, draw sheets, cloth bed pads, patient pajamas and/or gowns, turning pads, towels and wash cloths. SOS mattresses are normally made from heavy duty plastic or vinyl that is seamless and resistant to being torn into strips. These differ from the inmate housing unit mattresses and pillows.)

5.30.3. Inmate Assignment to Contract Facilities. Inmates shall be assigned to the Facility during the term of the Contract in accordance with the Transfer Agreement.

5.30.4. CONTRACTOR shall utilize only hospitals with a secure prison ward or provide sufficient security in accordance with FDC policy and procedure to address security coverage and requirements to ensure the safety of hospital staff and the public. Emergency medical healthcare services shall be obtained from the hospital nearest the correctional facility, as required by law.

5.30.5. CONTRACTOR shall provide medical, dental, and mental health services in compliance with the ACA Standards that include the following:

5.30.5.1. Dental/Substance Abuse/Physical/Mental Health Services: CONTRACTOR shall provide all healthcare treatment and services in accordance with all applicable federal and state laws, rules, and regulations; and FDC rules, policies, and procedures; and Health Services Bulletins (HSBs) applicable to the delivery of healthcare services in a correctional setting. In addition, CONTRACTOR shall meet all state and federal constitutional requirements, court orders, and applicable ACA Standards for Correctional healthcare (whether mandatory or non-mandatory).

All such laws, rules, and regulations, FDC publications and HSBs current and/or as revised, are incorporated herein by reference and made a part of this Contract. CONTRACTOR, the FDC, and the DMS shall work cooperatively to ensure service delivery in complete compliance with all such requirements. CONTRACTOR shall stand in the place of the FDC for purposes of the referenced statutes. Accordingly, pursuant to Section 945.6031(2), F.S., the Facility shall be subject to comprehensive surveys by the CMA of the dental, physical, and mental health care systems at least triennially (at least once every three years). CONTRACTOR shall designate a CHO for the Facility who shall submit reports to the FDC (and Director of Health Services, as required) for all clinical matters. Approval authority for any and all contracts rests solely with the Bureau.

- 5.30.5.2. Each inmate shall receive a periodic health assessment as required by Office of Health Services' HSBs. Each inmate shall receive a health appraisal prior to being placed in confinement, provided to inmates in accordance with FDC policy and procedure. Inmates experiencing health care emergencies may request and shall receive emergency care at any time, if indicated, twenty-four (24) hours a day/seven (7) days a week.
- 5.30.5.3. CONTRACTOR shall be responsible for payment of all inpatient hospitalization costs.
- 5.30.5.4. CONTRACTOR shall be responsible for providing security for any inmate admitted to a hospital during the period of inpatient hospitalization. The security shall be provided in accordance with the FDC's procedures. Any such inmate shall be included in CONTRACTOR's Midnight Strength Report (which is discussed in the Transfer Agreement) for any midnight during which CONTRACTOR is furnishing security for such inmate. CONTRACTOR shall notify the Bureau and the FDC as soon as possible (within two (2) hours) any time an inmate is admitted to a hospital. If the inmate does not appear on CONTRACTOR's Midnight Strength Report, CONTRACTOR shall manually add the inmate to the invoice for the month. This information may be verified by the Department or FDC. Documentation of licensure and accreditation for all hospitals, clinics and other related health service providers to be utilized by CONTRACTOR (with the exception of the RMC Hospital) shall be made available to the On-Site Contract Monitor upon request. All hospitals utilized by CONTRACTOR for the care of inmates shall be fully licensed and preferably accredited by the JCAHCO. All hospitals utilized by CONTRACTOR require prior written approval by the Department's Contract Manager.

- 5.30.5.5. CONTRACTOR shall ensure that all CONTRACTOR's or subcontracted staff providing services under this Contract complies with prevailing ethical and professional standards, and the rules, procedures and regulations mentioned above. Should any of the laws, standards, rules or regulations, FDC procedures, HSB's/TI's or directives change during the course of this Contract term, the updated version shall take precedence. The FDC will provide CONTRACTOR with a copy of all FDC rules, policies, procedures, HSB's and directives. CONTRACTOR shall comply with all applicable continuing requirements as determined by the FDC's Director of Health Services Administration for reports to and from the FDC and the DMS, CMA, and the On-Site Contract Monitor. CONTRACTOR shall comply with HIPAA and all applicable regulations promulgated hereunder to the extent required by applicable law.
- 5.30.5.6. CONTRACTOR shall be required to maintain full accreditation by the ACA for the healthcare operational areas in all institutions in which healthcare services are provided. Failure to maintain accreditation shall result in the assessment of credits. CONTRACTOR shall ensure that all subcontractor agreements are approved by the Department's Contract Manager and contain provisions requiring the subcontractors to comply with all applicable terms and conditions of this Contract, including fingerprint and background screening. CONTRACTOR agrees to modify its service delivery, including addition or expansion of comprehensive healthcare services in order to meet or comply with changes required by operation of law or due to changes in practice standards such as ACA standards, regulations, or as a result of any legal settlement agreement involving delivery of healthcare to inmates or related consent order or change in the FDC or the Department's mission. CONTRACTOR shall ensure access to comprehensive healthcare services as required within the Scope of Service twenty-four (24) hours per day, seven (7) days a week, and three hundred sixty-five (365) days a year.
- 5.30.5.7. The Department shall not provide any administrative functions or office support for CONTRACTOR (e.g., clerical assistance, office supplies, copiers, fax machines and preparation of documents). CONTRACTOR shall provide, maintain, and utilize appropriate health space, office space, fixtures, and other items for CONTRACTOR use to ensure the efficient operation of the Contract. CONTRACTOR shall also provide or arrange for waste disposal services, including medical waste disposal. CONTRACTOR shall operate the space provided in an energy efficient manner.



- 5.30.5.8. All supplies required to provide healthcare services shall be provided by CONTRACTOR and shall maintain this supply during the life of the Contract. CONTRACTOR shall have at least a thirty (30) days' supply of medical supplies upon the Service Commencement Date. A physical inventory of all equipment and medical supplies shall also be conducted upon the expiration or termination of this Contract with appropriate credit payable to CONTRACTOR, in the event the Department chooses to purchase then existing supplies. The term "healthcare supplies" is defined as all healthcare equipment and commodity items with a unit cost of less than **\$1,000.00**.
  - 5.30.5.9. CONTRACTOR shall utilize FDC forms as specified to carry out the provisions of this Contract. The Department, in cooperation with the FDC, shall provide an electronic copy of each form in a format that may be duplicated for use by CONTRACTOR. CONTRACTOR shall request prior approval from the Contract Manager should it wish to modify format or develop additional forms.
  - 5.30.5.10. All inmates, regardless of status, must have unimpeded access to healthcare services. CONTRACTOR healthcare staff shall ensure that inmates have access to a level of care commensurate with the severity of the presenting symptomatology. If the needed level of care is not available at the institution of residence, timely referral must be made to another institution in which the necessary care is available.
  - 5.30.5.11. A standardized program of routine/comprehensive, urgent and emergency healthcare is to be available to all inmates. Emphasis shall be placed on preventative healthcare practices. All treatment shall be rendered in accordance with the FDC's rules, policies, procedures and HSBs. Healthcare shall be provided at a minimum constitutionally adequate level of care. This means all necessary healthcare shall be provided either routinely, urgently or emergently as dictated by the need to resolve the healthcare issue presenting itself.
- 5.30.6 Medical Services: CONTRACTOR shall be responsible for the following: all inmate medical costs for care provided at the facility to include emergency outpatient care, pharmaceutical services, initial intake screening for medical, dental and mental health services, treatment of pre-existing conditions, substance abuse treatment medically required eyeglasses, hearing aids, and dentures; regularly scheduled chronic illness clinics conducted under the direct supervision of the CHO for the following conditions: diabetes; respiratory; cardiovascular; seizure disorder; tuberculosis preventive therapy; general medicine; immunodeficiency; and hepatitis C; HIV testing and an infectious disease education program for inmates which shall be

consistent with the FDC's existing health education program for HIV and AIDS as described in Section 945.35, F.S. CONTRACTOR must follow requirements outlined in Section 945.355, F.S. All medical contacts shall be documented on OBIS. CONTRACTOR should follow requirements outlined in Section 945.355, F.S.

- 5.30.7. Inmate Co-Payment: CONTRACTOR shall be responsible for collecting a medical co-payment for each inmate-initiated, non-emergency visit to a health care provider as required by Section 945.6037, F.S. The fees collected shall be retained by CONTRACTOR and the same amount shall be deducted from the monthly management payment billing. All co-payments must be noted in OBIS and accounted for in the medical record. A monthly report of co-payments shall be included with the management payment billing.
- 5.30.8. Off-site Security for Hospitalization: CONTRACTOR shall be responsible for providing security for any inmate admitted to a hospital anytime that CONTRACTOR is responsible for inpatient hospitalization costs. Should the security provided by CONTRACTOR continue beyond this period because of the need to provide continuous security, such security shall be provided by CONTRACTOR, and reimbursed by FDC.
- 5.30.9. Chief Health Officer: CONTRACTOR shall designate a CHO for the Facility who shall submit reports to the FDC (and Director of Health Services, as required) for all clinical matters. The CHO shall serve as the medical authority and shall work as a team with CONTRACTOR's administrative and clinical managers. Each CHO shall operate the clinical healthcare program in accordance with the standards set forth in this Contract, and all applicable State and federal laws, rules, and regulations; FDC rules, policies, and procedures; FDC's Office HSBs; and ACA standards; and shall adhere to any additions or changes thereto. The CHO shall plan, implement, direct, and control all clinical aspects of the institutional healthcare program and shall have direct oversight of and shall monitor the performance of all healthcare personnel rendering direct patient care. The CHO shall also provide primary healthcare services on a routine basis and meet the same standards as other CHOs in the FDC. The person occupying this position must be licensed to practice medicine under Chapter 458 or 459, F.S. (and be "in good standing"), hold a current Drug Enforcement Administration (DEA) Registration Number, and have credentials that meet/exceed the requirements of Florida Law.
- 5.30.10. Health Education Program: CONTRACTOR shall implement an inmate health education program in accordance with FDC rules, policies, procedures, and HSB.
- 5.30.11. Infectious Disease Education: Contractor shall implement an infectious disease education program for inmates, which shall be consistent with the FDC's existing health education program for HIV and AIDS as described in Section 945.35, F.S.

- 5.30.12. Quality Management: CONTRACTOR shall establish and maintain a Clinical Quality Management program that maintains full compliance with the FDC rules and HSBs.
- 5.30.13. CONTRACTOR shall also maintain full compliance with the policies and procedures pertaining to quality assurance and quality indicators that are established by the Office of Health Services.
- 5.30.14. Health Assessment at Intake: CONTRACTOR shall provide all inmates transferred to and from the Facility a health transfer screening and orientation in accordance with FDC rules, policies, procedures, and HSBs.
- 5.30.15. Explanation of procedures for access to health and dental services shall be provided to inmates both orally and in writing via the Inmate Handbook. The handbook shall include additional information necessary to inform the inmate about unique Facility operations.
- 5.30.16. HSB 15.03.13 defines the procedures for assigning a medical and a work grade to inmates utilizing a physical profiling system. Each inmate is assigned to an institution according to an overall functional capacity designation indicated by a numerical designation.
- 5.30.17. An overall medical grade assignment may be made at any time an inmate has an encounter with a clinician and status indicates that the health grade should be re-evaluated. On those occasions when re-evaluation of an inmate's medical grade is appropriate, changes may only be made by a clinician, or in the case of "S" category, by a psychologist.
- 5.30.18. Inmates shall be evaluated to determine work limitations in accordance HSB 15.03.13 and FDC procedure 604.101.
- 5.30.19. Referrals: All routine referrals shall be approved by the CHO and outside referrals shall be made only when appropriate. Referral of inmates shall be in compliance with the FDC's utilization management program procedure 401.005 and such referrals shall be made to an approved healthcare provider within the community. CONTRACTOR shall be financially responsible for all costs associated with the care of an inmate treated outside of the Facility. Appropriate referral logs shall be maintained and available for review upon request.
- 5.30.20. Staffing of Health Care Professionals: CONTRACTOR shall have direct oversight, be responsible for, and monitor the performance of all healthcare staff whether providing direct healthcare or performing other duties in support of the Contract.
  - 5.30.20.1. CONTRACTOR shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is appropriately trained and qualified and licensed, as appropriate. Staff shall provide professional healthcare coverage twenty-four (24) hours a day/seven (7) days a week.
  - 5.30.20.2. CONTRACTOR shall develop written job description for each member of CONTRACTOR's health care staff that clearly

delineates their assigned responsibilities. The job description shall be signed by the employee and supervisor and maintained in the on-site personnel file. CONTRACTOR shall annually evaluate performance of healthcare staff to ensure adequate job performance in accordance with these job descriptions and other provisions of this Contract and such performance evaluations shall be maintained in the on-site personnel files.

- 5.30.20.3. CONTRACTOR shall maintain personnel files on all persons working in the healthcare unit of the Facility. The records shall be made available to the On-Site Contract Monitor and shall include, but not be limited to, copies of current Florida licenses or proof of professional certification, evaluation records, and position responsibilities.
- 5.30.20.4. The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Bureau. FDC employees terminated at any time by the FDC for cause may not be employed or provide services under this Contract.
- 5.30.20.5. CONTRACTOR shall provide a staffing plan for the health-related services of this Contract, including the minimum key administrative staff positions in support of this contract:
- 5.30.20.6. CONTRACTOR shall employ only those persons having appropriate Florida licensure and certification and who have provided documentation of past healthcare experience. Individuals in positions that require credentials (Physicians, ARNPs, Psychologists, Psychological Specialists and any other position that requires credentials), shall be subject to a credentials review by the Department to ensure that the individual has the requisite training, experience, and licensure or certification necessary to perform the duties assigned. The credentials process must meet or exceed the requirements of Florida law. It is CONTRACTOR's responsibility to ascertain and comply with all state licensing and credentialing requirements.
- 5.30.20.7. CONTRACTOR shall take the fingerprints of each employee. The NCIC/FCIC background checks shall be reviewed by Bureau staff. The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department.
- 5.30.20.8. No personnel employed by this CONTRACTOR may be a convicted felon or have relatives either confined by or under supervision of the FDC.
- 5.30.21. Medical Records: CONTRACTOR shall ensure that all healthcare unit staff document each healthcare encounter in the appropriate section of the medical record, utilizing the SOAPE format, including specific FDC approved forms as outlined in FDC Rules (Rule Chapters 33-6, 33-19, F.A.C.),

pertinent HSBs, and Florida Statutes. Each encounter shall likewise be documented in OBIS. FDC is transitioning to an Electronic Medical Records (EMR), which is currently scheduled to go-live on a date to be determined. CONTRACTOR shall be responsible for all costs related to the infrastructure and training needs at the facility to implement EMR.

- 5.30.21.1 CONTRACTOR shall ensure that each medical health record, including the Medication Administration Record, is complete and accurate and contains sufficient documentation to warrant the treatment rendered and that each entry is made in a timely manner. This shall include requesting and documenting the request for all available previous medical records and composing a medical history.
- 5.30.21.2 CONTRACTOR shall ensure that all medical record procedures concerning confidentiality are followed. Medical records shall remain the property of the FDC and information contained in a medical record shall not be released to anyone who is not legally authorized to receive it.
- 5.30.21.3 CONTRACTOR shall ensure that each medical record complies with the Florida Statutes, FDC policies and procedures, HSBs, the Health Record Manual, HIPAA, and other applicable laws, rules, and regulations.
- 5.30.21.4 CONTRACTOR shall ensure that all logs required in medical areas are maintained in a complete, current, and accurate condition. CONTRACTOR shall ensure that the weekly and monthly validations (signatures by the CHO or CONTRACTOR's Designee) are accomplished prior to the fifth (5<sup>th</sup>) day of the following month.
- 5.30.22. Other General Health Service Requirements: Routine transportation of inmates for medical visits, consultations, diagnostics studies, and hospital admissions shall be the responsibility of CONTRACTOR.
- 5.30.23. CONTRACTOR's personnel shall establish regular meetings with representatives from any hospital or providers which the CONTRACTOR has developed a business agreement that may provide treatment to inmates from this facility to coordinate the referral of inmates. Referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization and patient follow-up shall be in accordance with FDC policy, procedure and HSB.
- 5.30.24. CONTRACTOR shall provide a monthly report to the On-Site Contract Monitor containing the following information:
  - 5.30.24.1 Medical Services
    - 5.30.24.1.1 Number of M1s, M2s, M3s, and M4s on the last day of the month.
    - 5.30.24.1.2 Number of non-emergency clinic visits during month.

- 5.30.24.1.3 Number of inmates assessed the co-payment during month.
- 5.30.24.1.4 Number of inmates seen by a physician during month.
- 5.30.24.1.5 Number of physical exams performed during month.
  - 5.30.24.1.5.1 Number of physical exams for transfers-in.
  - 5.30.24.1.5.2 Number of physical exams for transfers-out.
  - 5.30.24.1.5.3 Number of yearly physical exams.
- 5.30.24.1.6 Number of health assessments during month.
- 5.30.24.1.7 Number of emergency clinic visits during month.
- 5.30.24.1.8 Number of emergency clinic visits to mental health clinic during month.
- 5.30.24.1.9 Number of confinement assessments by medical staff during month.
- 5.30.24.1.10 Number of confinement treatments by medical staff during month.
- 5.30.24.1.11 Number of inmates enrolled in each chronic disease clinic during month.
- 5.30.24.1.12 Number of visits to each chronic disease clinic during month.
- 5.30.24.1.13 Number of x-rays taken during month.
- 5.30.24.1.14 Number of CAT scans during month.
- 5.30.24.1.15 Number of MRIs during month.
- 5.30.24.1.16 Number of sonograms during month.
- 5.30.24.1.17 Number of labs during month.
- 5.30.24.1.18 Number of eye exams during month.
- 5.30.24.1.19 Number of inmates in isolation beds on last day of month.
- 5.30.24.1.20 Number of isolation admissions during month.
- 5.30.24.1.21 Number of isolation discharges during month.
- 5.30.24.1.22 Number of isolation days during month.
- 5.30.24.1.23 Average length of stay in the isolation during month.
- 5.30.24.1.24 Number of inmates under medical observation on the last day of the month.
- 5.30.24.1.25 Number of inmates with a medical diet on the last day of the month.
- 5.30.24.1.26 Number of inmates with an outside hospital in-patient emergency admission during month.
- 5.30.24.1.27 Length of stay of emergency in-patient admissions during month.

- 5.30.24.1.28 Number of inmates with a scheduled outside hospitalization during month.
- 5.30.24.1.29 Length of stay of scheduled outside hospitalizations during month.
- 5.30.24.1.30 Number of ambulatory procedures during month.
- 5.30.24.1.31 Number of specialty consults during month.
- 5.30.24.1.32 Number of ancillary services during month.
- 5.30.24.1.33 Number of TB tests given during month.
- 5.30.24.1.34 Number of positive TB tests during month.
- 5.30.24.1.35 Number of HIV tests given during month.
- 5.30.24.1.36 Number of HIV+ tests during month.
- 5.30.24.1.37 Number of inmates that are HIV+ on last day of the month.
- 5.30.24.2 Mental Health Services:
  - 5.30.24.2.1 Number of S1s on last day of month.
  - 5.30.24.2.2 Number of S2s on last day of month.
  - 5.30.24.2.3 Number of S3s on last day of month.
  - 5.30.24.2.4 Number of emergency clinic visits to the mental health clinic during month.
  - 5.30.24.2.5 Number of inmates seen by the psychiatrist during month.
  - 5.30.24.2.6 Number of inmates admitted to suicide observation during month.
  - 5.30.24.2.7 Average length of stay in Suicide Observation Status.
  - 5.30.24.2.8 Number of confinement assessments by mental health staff during month.
  - 5.30.24.2.9 Number of confinement treatments by mental health staff during month.
  - 5.30.24.2.10 Number of inmates transferred for mental health reasons.
- 5.30.24.3 Dental Services:
  - 5.30.24.3.1 Number of sick calls to the dental clinic during month.
  - 5.30.24.3.2 Number of inmates seen by the dentist during month.
  - 5.30.24.3.3 Number of dental provider days during the month.
  - 5.30.24.3.4 Number of diagnostic units provided during the month.
  - 5.30.24.3.5 Number of preventive units provided during the month.
  - 5.30.24.3.6 Number of restorative units provided during the month.
  - 5.30.24.3.7 Number of endodontics units during month.

- 5.30.24.3.8 Number of periodontics units during month.
- 5.30.24.3.9 Number of removable prosthodontics units during month.
- 5.30.24.3.10 Number of fixed prosthodontics units during month.
- 5.30.24.3.11 Number of oral surgery units during month.
- 5.30.24.3.12 Number of orthodontic units during month.
- 5.30.24.3.13 Number of dental patients seen during month.

5.30.24.4 Pharmacy Services:

- 5.30.24.4.1 Number of KOPs issued during month.
- 5.30.24.4.2 Number of prescriptions issued during month.
- 5.30.24.4.3 Number of psychotropic medications prescribed during month.
- 5.30.24.4.4 Number of Class III drugs issued during month.

5.30.24.5 Number of Class IV drugs issued during month.

**5.31. PHYSICAL HEALTH SERVICES.**

5.31.1. Chronic Illness Clinics: Access to specialty care shall be provided through regularly scheduled chronic illness clinics and other specialty clinics as necessary, conducted under the direct supervision of the CHO as required by FDC HSB 15.03.05, Chronic Illness Clinic.

5.31.1.1. CONTRACTOR shall provide regularly scheduled chronic illness clinics conducted under the direct supervision of the CHO for the following conditions:

- 5.31.1.1.1. Respiratory;
- 5.31.1.1.2. Endocrine;
- 5.31.1.1.3. Miscellaneous;
- 5.31.1.1.4. Cardiovascular;
- 5.31.1.1.5. Tuberculosis;
- 5.31.1.1.6. Immunity;
- 5.31.1.1.7. Neurology;
- 5.31.1.1.8. Gastrointestinal; and
- 5.31.1.1.9. Oncology.

5.31.2. Sick Calls: CONTRACTOR shall ensure sick calls are provided in accordance with FDC procedure 403.006. CONTRACTOR shall coordinate and cooperate with the security personnel to administer as much healthcare as is practical to inmates housed in the confinement. This includes sick call. The CONTRACTOR shall ensure that there are appropriate facilities at the respective housing unit.

5.31.3. Emergency Care Services: In the event of an emergency, the Contractor shall take the inmate to the nearest hospital able to provide emergency care. If an inmate should need to be transferred by air, CONTRACTOR shall use appropriate aviation assets. All ambulances utilized shall be equipped with life support systems and shall be operated by personnel trained in life support and currently certified by the State. CONTRACTOR shall obtain



documentation of State certification and keep it on file at the Facility. CONTRACTOR shall be responsible for the cost of all emergency air ambulance or land ambulance transportation. The following service requirements shall be met to ensure that qualified emergency treatment is provided:

- 5.31.3.1. In service education on first aid and emergency procedures.
  - 5.31.3.2. Written policies and procedures concerning emergency transfer and transportation of inmates.
  - 5.31.3.3. Arrangements for emergency twenty-four (24) hour on call physician coverage.
  - 5.31.3.4. Coordination with security for arrangements when the emergency transfer of an inmate is indicated.
  - 5.31.3.5. Cardiopulmonary Resuscitation (CPR) Basic Training for all Health Services staff and other designated Departmental staff members.
- 5.31.4. HIV Testing: CONTRACTOR shall provide testing for HIV infection under the following conditions:
- 5.31.4.1. Upon request by the inmate;
  - 5.31.4.2. When there is evidence that an inmate, while at the Facility, has engaged in high-risk behavior, as established in Section 945.35, F.S., for transmitting or contracting HIV;
  - 5.31.4.3. If the inmate has a positive tuberculosis skin test or active TB; or
  - 5.31.4.4. Any other condition deemed medically necessary by the appropriate medical practitioner.
- 5.31.5. Infection Control Program: CONTRACTOR shall provide for an Infection Control Program at the Facility pursuant to FDC's Infection Control Manual, policy, procedure and HSB. The program shall include, but is not limited to, concurrent surveillance of patients and staff, prevention techniques, and treatment and reporting of infections in accordance with local and state laws.
- 5.31.6. Special Medical Programs: CONTRACTOR shall provide a "special medical program" for inmates who require close medical supervision including chronic and convalescent care pursuant to FDC rules, policies, procedures and HSBs.
- 5.31.7. Optical Services: CONTRACTOR shall provide for Optical Services, including eye examinations performed on-site and in accordance with FDC rules, policies, procedures and HSBs. A qualified optometrist shall examine inmates with specific complaints. Eyeglasses shall be provided at the inmate's expense unless clinically mandated by an ophthalmologist at which time CONTRACTOR is financially responsible. Eyeglasses shall be obtained by CONTRACTOR through Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
- 5.31.7.1. Ophthalmic prosthetics clinically mandated by an Ophthalmologist and services (including prosthetics) necessary to the continued provision of needed healthcare for the inmate

shall be the responsibility of CONTRACTOR. Non-clinically mandated ophthalmic prosthetics may be provided at the inmate's expense.

- 5.31.8. **Hospitalization:** CONTRACTOR shall provide care for inmates requiring skilled nursing care, chronic illness care, convalescent care, and for all acute and chronic conditions which can be managed on-site within the isolation cells, which includes, but is not limited to the following:
- 5.31.8.1. Twenty-four (24) hour coverage, supervised on site by a Registered Nurse;
  - 5.31.8.2. Daily rounds by nursing staff;
  - 5.31.8.3. Twenty-four (24) hour Physician on-call coverage;
  - 5.31.8.4. Physician shall conduct rounds no less than one (1) time per day, Monday through Friday.
  - 5.31.8.5. CONTRACTOR shall ensure that a medical record is established for each patient. All encounters by a health care provider shall be documented in the inmate's medical record and in the Offender Based Information System (OBIS).
  - 5.31.8.6. If, in the opinion of the on-site CHO, the inmate cannot be properly treated at the Facility, the inmate shall be referred to a Facility that can provide the necessary treatment, which has been mutually agreed to by the FDC and CONTRACTOR to provide hospital-based services for the FDC's inmates.
  - 5.31.8.7. Those inmates requiring care beyond the capability of the Facility shall be hospitalized at a licensed community Facility. Routine admission from the Facility shall be made to a hospital. Recommendations for hospitalization, with the exception of emergency situations, shall require review and approval by the on-site CHO. Hospital admissions that arise from emergency situations shall be reviewed by the on-site CHO within forty-eight (48) hours of admission.
  - 5.31.8.8. Treatment, care or medical procedures including but not limited to surgery, or prosthetics, initiated at the Facility, shall be completed prior the clearance of the inmate for transfer to another FDC Facility with the exception of emergency disciplinary or mental health transfers. Services may be provided at the receiving Facility and billed to CONTRACTOR, or with the approval of the FDC and the Bureau, the inmate may be returned to the sending Facility.
  - 5.31.8.9. CONTRACTOR shall be responsible for all levels of care, including Secondary or Tertiary level of care for permanent inmates assigned to the Facility.

- 5.32. **DENTAL HEALTH SERVICES.** CONTRACTOR shall provide inmate dental health services that conform to FDC rules, policies, procedures, and HSBs and in accordance with Chapter 466, F.S.; ACA standards; American Dental Association standards;

Florida Board of Dentistry Rules; Center for Disease Control Standards; and OSHA Standards.

- 5.32.1. CONTRACTOR shall provide emergency and comprehensive dental care, consistent with all applicable laws, rules, regulations and practicing standards. This includes reexamination, complete and partial dentures, crowns and bridges when indicated, operative, endodontics, periodontics, and oral surgery. Prevention of dental diseases must be stressed along with oral hygiene education. CONTRACTOR shall have back-up coverage when the Facility's dentists are not available.
- 5.32.2. All Facility dentists shall be currently licensed in the State and in good standing with the Florida Board of Dentistry. Copies of such licensure shall be maintained by the Facility.
- 5.32.3. If applicable, all dental prosthetics shall be provided by CONTRACTOR through PRIDE of Florida Dental Laboratory. Clinical oversight of the Facility's dentists shall be provided by the FDC Office of Health Services' Director of Dentistry. CONTRACTOR's provision of dental services shall include the following components:
  - 5.32.3.1. Initial intake screening within five (5) workdays of arrival; and
  - 5.32.3.2. Development of a dental treatment plan that includes:
    - 5.32.3.2.1. Prioritization of needs;
    - 5.32.3.2.2. Counseling on oral hygiene;
    - 5.32.3.2.3. Fillings, cleaning and prosthesis; and
    - 5.32.3.2.4. Dentistry based on preventive care and complaint-oriented care.

**5.33. MENTAL HEALTH SERVICES.** CONTRACTOR shall ensure that inmate mental health care is delivered in a manner that complies with all State and federal laws. Throughout the term of the contract, CONTRACTOR shall utilize the mental health grading assignment system utilized by the FDC and shall comply with the FDC rules, policies, procedures, and HSBs for mental health service provision.

- 5.33.1. CONTRACTOR shall provide mental health services to inmates that include, but are not limited to, the following:
  - 5.33.1.1. Screening and orientation of all new arrivals.
  - 5.33.1.2. Evaluation of each inmate housed in administrative or disciplinary confinement or protective/close management on or before the thirtieth (30<sup>th</sup>) consecutive day and every ninetieth (90<sup>th</sup>) day thereafter.
  - 5.33.1.3. Additional screening of each sex offender to determine need and amenability to treatment.
  - 5.33.1.4. Psychological evaluation at the request of the Parole Commission or Facility staff.
  - 5.33.1.5. Case management for all inmates who require treatment. Case management consists of various activities designed to facilitate medically necessary care and to monitor its impact.

- 5.33.1.6. Psychiatric assessment of those inmates referred for possible pharmacological intervention.
- 5.33.1.7. Routine psychiatric review of all inmates requiring such pursuant to FDC rules, policies, and procedures, including review of adjustment to Facility, medication efficacy, and medication review.
- 5.33.1.8. Individualized Service Plans, regularly updated for inmates requiring such plans pursuant to FDC rules, policies, and procedures and any applicable standards referenced herein, and for other inmates receiving ongoing monitoring and/or care.
- 5.33.1.9. Medication distribution/education provided by nursing staff for all inmates requiring such pursuant to FDC rules, policies, and procedures and as determined by each inmate's service plan, routine assessment of medication side effects, and monitoring of medication compliance.
- 5.33.1.10. Regular group and/or individual counseling for all inmates requiring such pursuant to FDC rules, policies, and procedures and others in need of treatment.
- 5.33.1.11. Crisis intervention and timely referral of inmates who require a higher level of care than what is available at the Facility.
- 5.33.2. Additional contractual responsibilities of the Contractor shall be:
  - 5.33.2.1. Ongoing training of other Facility staff on relevant mental health topics.
  - 5.33.2.2. Supervision of non-doctoral psychological staff by a doctoral psychologist.
  - 5.33.2.3. Thorough documentation of service delivery in the inmate's medical record.
  - 5.33.2.4. Maintenance of logs of workload and service delivery.
  - 5.33.2.5. Updating various screens in the OBIS Health Service component (OBIS-HS).
  - 5.33.2.6. Regular monitoring of inmates with mental health needs to ensure that appropriate counseling services are provided.
  - 5.33.2.7. Psychotropic medications as prescribed by a duly licensed medical practitioner for inmates.
  - 5.33.2.8. Counseling programs.
  - 5.33.2.9. Providing an intensive substance abuse treatment program as part of the Inmate Reintegration Program.
- 5.33.3. All mental healthcare shall be provided in such a manner as to maintain the dignity of the inmate and afford him or her a reasonable degree of confidentiality. CONTRACTOR shall be responsible for the cost of laboratory expenses associated with the use of psychotropic medication. CONTRACTOR shall be responsible for the cost of psychotropic medication. CONTRACTOR shall adhere to medications listed on the FDC's formulary. Compliance with FDC's Drug Exception Request (DER) policy is required

prior to prescribing any non-formulary medications with one exception, an appropriately qualified CONTRACTOR representative shall stand in place of FDC to review and approve or deny DER. Subsets or restricted use of FDC's formulary that effectively limit, in any manner, the use of FDC's formulary are prohibited.

5.33.4. CONTRACTOR shall provide and be financially responsible for the provision of mental healthcare services necessary to carry out the following service tasks:

5.33.4.1. Identification of those inmates experiencing disabling symptoms of adjustment, mental disorder and/or mental retardation impairing the inmate's ability to function adequately within the general inmate population.

5.33.4.2. Alleviation of disabling symptoms of mental disorders.

5.33.4.3. Assisting the inmate with mental disorder or mental retardation to maintain a level of personal and social functioning that shall enable him/her to remain in or be returned to the general inmate population.

5.33.4.4. Provision of clinically necessary and appropriate mental health emergency inpatient care.

5.33.5. The Contractor must provide the following levels of care:

5.33.5.1 Outpatient: This refers to services provided to an inmate housed outside of an inpatient mental health unit or admitted to an infirmary for mental health reasons as distinct from a more specialized inpatient unit. Outpatient mental healthcare services include, but are not limited to, individualized service planning, case management, group and/or individual counseling, periodic psychiatric monitoring and/or treatment as determined necessary, confinement mental status evaluations, emergency evaluations and staff referrals.

5.33.5.2. Infirmery Mental Health Care: This includes all behavioral and/or psychiatric emergencies such as management of the suicidal or decompensating inmate. Crisis management may require placement in an infirmary Isolation Management Room (IMR) or other specifically designated safe housing at a permanent institution for rapid assessment, close observation, and institutional based intervention. The lengths of stay in an IMR or alternative housing are specified in FDC's HSB 15.05.05 and FDC's Procedure 404.001, Suicide and Self-Injury Protection. The crisis may be appropriately managed at this level or may require referral and subsequent transfer to a Crisis Stabilization Unit (CSU). IMR's and Observation Cells, when indicated, are designed to provide a safe and appropriate setting for initial housing and observation of inmates who present impairment that cannot be managed on an outpatient basis.

- 5.33.5.3. Transitional Mental Health Care: Additionally, transitional mental healthcare is indicated for a person with chronic or residual symptomatology who does not require crisis stabilization care or acute psychiatric care, but whose impairments in functioning nevertheless render the inmate incapable of adjusting satisfactorily within the general or special housing inmate population even with the assistance of outpatient care.
- 5.33.6. Mental Health Requirements: All newly arrived inmates shall receive a mental health screening including any medically necessary psychological testing, clinical interview, and/or mental health history psychiatric evaluation.
- 5.33.7. The FDC utilizes a health profiling system, which includes mental health classification. This profiling system assigns an S-grade to each inmate based on the assessed level of mental health care the inmate may require to function in various correctional settings. The S-grade is initially assigned at reception and represents the mental health professional's assessment regarding the inmate's potential or actual ability to adapt and adjust successfully to the prison environment.
- 5.33.8. Since the mental health program is designed to provide varying levels of care at different facilities, the assigned S-grade in part determines to which facility the offender may be transferred. Other determinants include the inmate's custody or security level, program needs, medical limitations, and potential for aggressive behavior.
- 5.33.9. The S-grades are defined in HSB 15.05.18.
- 5.33.10. All newly arriving inmates must be oriented to mental health services at the Facility in accordance with HSB 15.05.18 Outpatient Mental Health Services and Procedure 403.008 Inmate Health Services Orientation.
- 5.33.11. Orientation consists of a written, easily understood explanation (available both in English and Spanish) and oral presentation of available services and instruction on accessing mental health services including consent or refusal of mental health services and confidentiality. Such orientation shall be documented on Form DC4-773 Inmate Health Education (HSB 15.01.06). Such documentation may be included in a clinical encounter, if such encounter was held, as in the case of S-2 level and above screening.
- 5.33.12. Mental health clinical staff shall assess a newly arriving inmate who is classified as S-2 or S3 within the time frame and guidelines specified in HSB 15.05.18 to assess current functioning and treatment needs.
- 5.33.13. A newly arriving inmate who is classified as S-3 shall be continued on any current psychotropic medication and shall be assessed by a psychiatric provider prior to the expiration of the current psychotropic prescription, to assess the inmate's treatment needs. Medical staff shall ensure continuity of pharmacotherapy for any newly arriving S-3 inmate until such time as the inmate can be interviewed by a psychiatrist. If the inmate does not have a psychiatric evaluation completed within the FDC, or if psychotropic

medication is initiated on an outpatient basis, the Form DC4-655 Psychiatric Evaluation shall be completed per HSB 15.05.19.

- 5.33.14. All S-2 and S-3 inmates must have a case manager assigned (with documentation in the health record) and must be interviewed within the time frames specified in HSB 15.05.18 by a psychologist, behavioral specialist (a master's or doctoral level mental health clinician who has full licensure, provisional licensure, or registered intern status as a mental health provider under Chapter 491, F.S., or has full or provisional licensure as a psychologist under Chapter 490, F.S.), or RN Specialist. The interview shall include a mental status examination and review of the status of problems that were the focus of attention prior to arrival. In the case of an inmate who is recently downgraded from an S-3 and above classification that is reassigned to an S-1 or S-2 institution, the inmate should be maintained as S-2 for a minimum period of two months and provided services accordingly.
- 5.33.15. Mental health sections of records for newly arriving inmates, whether received from a reception center or transferred from another institution, must be reviewed within eight (8) days of arrival by mental health service providers. The purposes of the record review are to:
  - 5.33.15.1. Assess and prioritize treatment needs;
  - 5.33.15.2. Review the health record of the new arrival within the time specified in HSB 15.05.19 to determine the suitability of the S-grade and to determine the inmate's evaluation and/or treatment needs; and
  - 5.33.15.3. Document the record review as an incidental note, summarize the relevant history.
- 5.33.16. The conditions for inmate eligibility for ongoing mental health treatment and services are established in HSB 15.05.19. Ongoing mental healthcare (e.g., group and individual therapy, case management, and psychotropic medication) shall be reserved for inmates who have or are at significant risk for developing one or more of the clinical syndromes listed in HSB 15.05.19 (DSM IV-TR Axis I disorders, mental retardation, borderline personality disorder, and schizotypal personality disorder).
- 5.33.17. Case management services shall be provided to all S-2 and S-3 inmates who are receiving ongoing mental health services. Case management is used to describe a wide variety of actions that the case manager performs and should be identified on the Individualized Service Plan (ISP). Case Management is a service, not a treatment, for an identified problem. Case management services shall be provided in accordance with HSB 15.05.18. Inpatient case management services shall be provided in accordance with HSB 15.05.05.
- 5.33.18. All inmates who are returned to the general population from isolation management, transitional care, or crisis stabilization shall receive case management and appropriate follow-up services in accordance with the individual assessment of clinical need.

- 5.33.19. Psychotherapy/counseling is considered an interactive intervention between the clinician and the patient. Individual and/or group therapy is provided according to the inmate's identified clinical needs. CONTRACTOR shall deliver therapy to best meets the inmates' identified clinical needs.
- 5.33.20. Express and informed consent means consent voluntarily given in writing after provision of a conscientious and sufficient explanation.
- 5.33.21. All inmates undergoing treatment and/or evaluation, including confinement assessments and new screenings, must have a valid Form DC4-663 Consent to Mental Health Evaluation or Treatment (see HSB 15.05.18) executed within the past year. Inmates shall be advised of the limits of confidentiality prior to receiving any mental health services. Consent for pharmacotherapy is described in HSB 15.05.19 and shall be routinely completed by psychiatry staff. Fully informed consent for pharmacological intervention must be obtained by the psychiatrist prior to the initiation of such intervention All inmates presenting for mental health services shall be informed of their right to refuse such services, unless services are to be delivered pursuant to a court order. If an inmate refuses treatment that is deemed necessary for his/her appropriate care and safety, such treatment may be provided without consent only under the following circumstances:
  - 5.33.21.1. In an emergency situation in which there is immediate danger to the health and safety of the inmate or others. Emergency treatment may be provided at any major institution. Emergency Treatment Orders (ETO) shall be issued as indicated in HSB 15.05.19.
  - 5.33.21.2. Ongoing involuntary treatment may only be provided when court ordered for inmate patients committed for treatment at a CMHI unit. The criteria for court petition for involuntary treatment at a CMHI unit are based on Section 945.43, F.S., and Rule Chapters 33-23 and 33-40, F.A.C.
- 5.33.22. When an inmate refuses mental healthcare services, such refusal shall be documented in the inmate health record. Refusals of mental health evaluation/treatment shall be documented on Form DC4-711A, Refusal of Healthcare Services Affidavit. If the inmate refuses to sign Form DC4-711A, the form shall be completed and signed by the provider and another staff member who witnessed the refusal.
- 5.33.23. The limits of confidentiality are delineated on Form DC4-663, Consent to Mental Health Evaluation or Treatment. These limits must be explained to the inmate and the inmate must indicate informed consent by signing the DC4-663 prior to the provision of non-emergency mental health services.
- 5.33.24. Requests from outside organizations for mental health-related information about inmates shall be referred to the appropriate Facility personnel. Release of any confidential health records must be accompanied by Form DC4-711B, Consent for Inspection and/or Release of Confidential Information (signed by the inmate).



- 5.33.25. Psychological evaluations completed for the Florida Parole Commission also require a signed inmate consent.
- 5.33.26. Disclosures that are made by an inmate to a healthcare professional while receiving mental health services shall be considered confidential and privileged, except for the following:
  - 5.33.26.1. Threats to physically harm self and others.
  - 5.33.26.2. Threats to escape or otherwise disrupt or breach the security of the institution.
  - 5.33.26.3. Information about an identifiable minor child or elderly/disabled person is the victim of physical or sexual abuse or neglect.
- 5.33.27. All information obtained by a mental healthcare provider shall retain its confidential status unless the inmate specifically consents to its disclosure by initialing the appropriate areas listed on the Form DC4-711B. (For example, if an inmate is undergoing a psychological evaluation for the Florida Parole Commission and is found to have a coexisting AIDS-related syndrome, be it related or not to his/her mental condition, no mention of his/her AIDS condition should be made in the psychological report unless the inmate expressly authorizes such disclosure to be made to the Florida Parole Commission by initialing B option on DC4-711B.)
- 5.33.28. Each inmate who receives ongoing mental health services shall have an ISP developed in accordance with HSB 15.05.11, Planning and Implementation of Individualized Mental Health Services.
- 5.33.29. All non-psychiatric mental health services provided must be directly supervised by the Senior Psychologist who shall assume clinical responsibility and professional accountability for the services provided. In doing so, the Senior Psychologist shall review and approve reports and test protocols as well as intervention plans and strategies. Documentation of required review and approval shall take the form of cosigning all psychological reports, ISPs, treatment summaries, and referrals for psychiatric services and clinical consultations.
- 5.33.30. A minimum of one hour per week shall be devoted to direct face-to-face clinical supervision with each behavioral specialist and/or in accordance with guidelines of the Chapter 490 and 491, F.S., Boards.
- 5.33.31. All group treatments must have written descriptions that have been reviewed and approved by the Senior Psychologist. The group descriptions shall include purpose, participating inmates, goals, predominant therapeutic approach, curriculum outline, and inmate selection criteria. If the group has a waiting list, then the selection criteria must include means of prioritizing enrollment.
- 5.33.32. Mental health staff is required to track the stay of inmates in confinement so that each can be evaluated in accordance with HSB 15.05.09 and Procedure 403.003.
- 5.33.33. Mental health staff is required to perform rounds in each confinement unit on a weekly basis, to personally observe each inmate, and to inquire as to

whether the inmate has any mental health-related problems. The observation and inquiry can be performed at the cell front, as the purpose of the encounter is not to perform in-depth assessment, but rather to determine whether an appointment should be made to do so. If problems or concerns are cited by the inmate or observed by the clinician, then an appointment must be scheduled for timely follow-up. Documentation for inmates in confinement settings shall be as follows:

5.33.33.1 Confinement Assessments shall include a mental status examination and any other formal evaluation needed to determine the inmate's suitability for continued confinement. Because of confidentiality issues, psychiatric or psychological confinement assessments should not be conducted at the cell front.

5.33.33.2. Segregated inmates shall be evaluated as follows:

5.33.33.2.1. S-1 and S-2 inmates must be evaluated within thirty (30) days after being placed in confinement and every ninety (90) days thereafter.

5.33.33.2.2. S-3 inmates must be evaluated within five (5) days of being placed in confinement and every thirty (30) days thereafter. Since S-3 inmates are seen at least every thirty (30) days as part of the treatment plan, this evaluation can be done as part of the regular case management contact. Mental health staff should notify the classification supervisor of each inmate's mental condition as these confinement assessments are completed using Form DC4-528 Mental Status of Confinement Inmates. Notification shall indicate that the inmate is either unimpaired, receiving appropriate outpatient care, or has been referred for inpatient care. A copy of the completed DC4-528 shall be placed in the health record (Other Mental Health Related Correspondence sub-divider).

5.33.33.3. All facilities should use OBIS (MHS 51 Confinement Status Report) to track inmates in confinement. The OBIS printout indicates when all confinement reviews are to be scheduled and shall indicate any discrepancies.

5.33.33.4. Every reasonable effort must be made to ensure that confined inmates receive all necessary and appropriate mental healthcare including evaluation, case management, individual therapy, group therapy, and psychotropic medication. Mental healthcare should be provided in the confinement interview room when possible.

5.33.34. CONTRACTOR shall provide outpatient psychiatric consultation services in accordance with HSB 15.05.19. Outpatient psychiatric consultation for

inmates assigned to S1/S2 institutions is obtained through transport versus transfer of the inmate to the nearest S-3 facility. The inmate is returned the same day of the consult, unless the psychiatrist determines that immediate admission to inpatient care is indicated. The Regional Mental Health Consultant shall designate the preferred consulting facility for each particular institution.

- 5.33.34.1. Outpatient psychiatric consultation may be requested by a physician or Senior Psychologist. The Senior Psychologist or physician, in that order of availability, must give prior approval of any psychiatric consultation that is recommended by a behavioral specialist.
- 5.33.35. Transfer criteria and procedures are fully described in Procedure 404.003 Mental Health Transfers. All transfers shall be coordinated with the FDC's OHS Transfer Coordinator in the Office of Health Services. Mental health transfers for inpatient care to TCUs, CSUs, and CMHI units shall be considered either routine, urgent, or emergent (based upon clinical assessment made by the referring mental health team). All TCU referrals are routine transfers while CSU referrals, by nature, shall be considered as urgent or emergent. CMHI unit referrals are either routine or emergent.
- 5.33.36. During regular working hours (i.e., between 8:00 A.M. and 5:00 P.M. on Business Days), transfers shall be effected by completion of the E-Form DC4-656 Referral for Inpatient Mental Healthcare (the designated e-form shall be utilized) which shall be directed to the population management administrator and to the mental health transfer coordinator.
- 5.33.37. After regular working hours (and on weekends and holidays), transfers shall be affected by on-site medical staff who shall intervene to manage any mental health emergency according to the protocol established in Procedure 404.003.
- 5.33.38. Routine transfers to CMHI are initiated through a consensus reached by a CSU multidisciplinary service team which shall request the institutional warden to file a petition with the court in the county where the inmate is housed.
- 5.33.39. Emergent transfers to CMHI units are indicated through consensus reached among the CSU multidisciplinary services team that a patient's condition has reached a level of care that cannot be provided at the institution and that only CMHI can provide the required level of care. The staff psychiatrist or the unit coordinator shall advise the warden who shall need to give administrative approval of the emergency transfer request. Once warden approval is granted, CONTRACTOR shall contact the Regional Mental Health Consultant of that region who must give approval based on his/her appraisal of the inmate's clinical condition.
- 5.33.40. CONTRACTOR shall provide self-harm prevention and mental health crisis services in accordance with Procedure 404.001.

- 5.33.41. CONTRACTOR staff shall be trained to recognize and immediately report warning signs for those inmates exhibiting self-injurious behavior and suicidal ideations. However, only mental health or medical staff shall determine risk of self-injurious behavior, assign/discontinue suicide observation status, and make other decisions that significantly impact healthcare delivery, such as when to admit/discharge from a given level of care.
- 5.33.42. FDC policy allows for the use of time-out, seclusion, and/or therapeutic restraints with appropriate clinical justification to manage crises and prevent suicides. Usage shall be in accordance with appropriate laws and professional standards. The least restrictive alternative is to be used to help the inmate regain self-control when such action can reasonably be expected to be effective. These procedures shall never be used as punishment, but rather to protect the emotional well-being of the inmate as well as the safety of the inmate and others. Refer to HSB 15.05.10 Psychiatric Restraint.
- 5.33.43. Physical force may only be used with an inmate with a mental disorder as a last resort when it reasonably appears that other less restrictive and intrusive alternatives are not feasible. Any use of force for the provision of mental health care must be in accordance with Rule 33-602.210, F.A.C., Use of Force, 602.003, Use of Electronic Immobilization Devices, Chemical Agents, Specialty Impact Munitions, Noise Flash Distraction Devices, Pepper ball Launching System, and Firearms in Correctional Facilities and HSB 15.05.10 Psychiatric Restraint.
- 5.33.44. CONTRACTOR shall provide sex offender screening and treatment services in accordance with HSB 15.05.03 Screening and Treatment for Sexual Disorder.
- 5.33.45. Intellectually disabled inmates with minimal to mild impairment in ability to function within the general inmate population are assigned to institutions having impaired inmate services. Those with moderate impairment in functioning may be referred and assigned to a TCU.
- 5.33.46. Mental health staff shall keep track of all mentally disabled inmates so that continuity of care procedures can be undertaken at least one hundred eighty (180) days before release (see HSB 15.05.18). Mental health services for inmates identified as mentally disabled shall be provided in accordance with HSB 15.03.25, Services for Inmate with Auditory, Mobility or Vision Impairments and Disabilities.
- 5.33.47. Inmates who reach end-of-sentence and who continue to suffer from a mental illness and present a danger to self or others may require inpatient care after release from the FDC. CONTRACTOR shall adhere to HSB 15.05.21, Mental Health Re-Entry Aftercare Planning Services.
- 5.33.48. CONTRACTOR shall adhere to HSB 15.05.21 for aftercare planning for inmates diagnosed with intellectual disabilities.
- 5.33.49. CONTRACTOR shall adhere to HSB 15.05.21 for aftercare planning for inmates who are receiving psychiatric care for disabling symptoms to include all inmates with a mental health grade of S-2 or above and sex offenders not

on probation or conditional release supervision and diagnosed at any time during incarceration with a sexual disorder regardless of current mental health grade.

- 5.33.50. Mental health staff is required to provide psychological evaluations for inmates referred by various program areas or by other correctional entities. The techniques used may vary depending on the nature of the evaluation and the referral question but shall generally require a record review and clinical interview.
- 5.33.51. A request for input from the institutional chaplain regarding an inmate's upcoming marriage may be referred. Any input should be strictly limited to the referral question.
- 5.33.52. Neurological emergencies, namely epileptic seizures and acute headaches are not to be handled by mental health services and shall be referred to the institutional medical staff.
- 5.33.53. Hunger strikes shall first be handled as a medical concern (Procedure 403.009) for which mental health staff may be consulted. If requested, the inmates' Senior Psychologist or psychiatrist shall evaluate and render an opinion on the inmate's mental health status.
- 5.33.54. Mental Health Records and Documentation. The FDC utilizes a detailed record-keeping system to document delivery of services to inmates. Accurate and complete documentation shall be expected of all mental health staff. This includes appropriate filing of all inmate records. Mental health records consist of the mental health section of the health record (green cover), the psychological record jacket (Form DC-761), and a computerized system which tracks inmate specific information including mental health services for all inmates statewide, the OBIS. All mental health personnel shall have training on the utilization of OBIS and FDC Office of Health Services applications. Failure to maintain OBIS accurately and promptly by not making all required entries shall be considered non-compliance with contract terms and conditions for which breach may be declared.
- 5.33.55. Record Keeping. For all appropriate mental healthcare provided, psychiatrists, psychologists, behavioral specialists, and nurses shall record all significant observations pertinent to inmate care and treatment at the time service is rendered. Chart entries are to reflect the ISP. An inmate's mental health record shall be reviewed each time s/he appears for a mental health encounter. The mental healthcare provider shall legibly document each entry using only a black ballpoint pen. The provider stamp shall be used following each entry. The provider stamp shall include the mental healthcare provider's name, title, and institutional identification.
- 5.33.56. Service Delivery Logs. Mental health programs in each institution shall maintain a set of logs. Details of the requirements for each log can be found in HSB 15.05.17. Logs may be maintained in written or electronic format. Failure to maintain logs as required shall be considered non-compliance with contract terms and conditions for which breach may be declared.

- 5.33.57. Forms. There are a number of required forms that shall be utilized in delivery of mental health services at the institutions. Information regarding the types of forms and their location in the health record can be found in HSB 15.12.03. Thorough and concise documentation is an essential part of the clinical services provided to all inmates. All mental health providers shall become familiar with all forms including how to complete and to file the forms in the health record. Each entry must be legible and be dated, timed, signed, and stamped by the healthcare Provider.
- 5.33.58. OBIS Encounter Form. Unless the inmate encounter is entered into OBIS by the practitioner during or immediately following the encounter, OBIS encounter forms shall be used to document all inmate encounters (and thus serve as a part of the record of care) and to track daily workload. Required OBIS entries are mandatory and must be made in a timely fashion.
- 5.33.59. All information entered into OBIS must correspond with the documentation recorded in the mental health record. Forms DC4-700M for Mental Health encounters and DC4-700B (male) and DC4-700C (female) for Medical encounters shall be used.
- 5.33.60. When an encounter form is used to document the inmate encounter, the information must be entered into OBIS within forty-eight (48) hours of the inmate encounter. OBIS maintains numerous computer-generated deficiency reports. CONTRACTOR shall run such reports at least weekly to identify any deficiencies in recording of information.
- 5.33.61. The Chronological Record of Healthcare (Form DC4-701) shall be used for documentation of outpatient medical care. "Seen in Mental Health" is usually the only entry documented on Form DC4-701 by mental health staff.
- 5.33.62. Problem List. Every mental healthcare provider has the authority to identify and enter a mental health problem. The problem list (Form DC4-730) is to be updated on an ongoing basis as problems are identified. CONTRACTOR shall comply with HSB 15.05.11 in identifying and documenting problems.
- 5.33.63. Problems that are resolved must be indicated on the problem list with date, signature, and stamp.
- 5.33.64. Mental Health Progress Notes. Any clinical contact with an inmate shall require a progress note which shall be written in SOAPE format on Form DC4-642 Chronological Record of Outpatient Mental Healthcare (sometimes referred to as mental health progress notes) and placed in the mental health section of the health record in reverse chronological order. Relevant clinical information stemming from other than a clinical encounter with the inmate, such as from contact with staff or significant others, shall be documented in an incidental note on Form DC4-642. The incidental note shall not be written in SOAPE format. All progress notes whether incidental or SOAPE must be dated, timed, signed, and stamped and, when indicated, cross-referenced to a specific problem from the Form DC4-730, Problem List.
- 5.33.65. All progress notes concerning outpatient mental healthcare, including incidental and SOAPE notes, shall be made in the mental health section of

the health record on Form DC4-642, Chronological Record of Outpatient Mental Healthcare.

- 5.33.66. Except for group therapy contacts, each clinical encounter shall be documented in SOAPE format in the mental health section of the health record on Form DC4-642, Chronological Record of Outpatient Mental Healthcare, as soon as possible, but not later than the date of the encounter. Group therapy contacts shall be documented with a SOAPE note after the first group session, after the last group session, and on a monthly basis while the group is in progress. The monthly SOAPE note shall include the ratio of attended versus scheduled sessions, the inmate's relative participation, and his/her progress toward ISP objectives. Documentation of relevant information from sources other than a clinical encounter shall be in the form of an incidental note, also on the DC4-642.
- 5.33.67. Psychological Record. The psychological record shall contain psychological test forms and protocols only. It shall be maintained in a secure location in the mental health services area under the direct responsibility of mental health staff in order to protect the confidentiality of test items and protocols. The psychological record (together with the health record) shall accompany the inmate upon transfer to another institution. Mental health support staff shall retrieve the inmate psychological record and place it in an envelope, which shall then be sealed and stamped "Confidential" (which indicates that the envelope contains sensitive mental health material).
- 5.33.68. When an inmate reaches his end-of-sentence (EOS), the psychological record shall accompany the rest of the inmate's FDC records to the FDC archives repository at RMC. The same procedure as for institutional transfer shall be followed: the envelope should clearly indicate inmate name and number and that the information contained is confidential.
- 5.33.69. Staff shall routinely attempt to obtain records of past evaluation and treatment performed outside the Facility. Such attempts should be briefly documented as an incidental note, shall be filed under the "Other Mental Health Related Correspondence" sub-divider, and an incidental note must be written on the Form DC4-642 to document the date that each inmate request was received and answered.
- 5.33.70. Discontinuance of outpatient care (e.g., case management, psychotherapy, pharmacotherapy) because it is no longer clinically indicated shall be documented on the Form DC4-661, Outpatient Treatment Summary, which must be prepared within the time frame specified in HSB 15.05.11 and HSB 15.05.18. Inmate requests for mental health interviews shall be documented and filed. A stamped verification shall be placed on the Form DC4-642 by mental health support staff to document that the inmate request for interview was received, answered, and an appointment arranged.
- 5.33.71. Each documented contact in the mental health section made on the Form DC4-642 shall have a corresponding entry reading "Seen in Mental Health" on the Form DC4-701 located in the medical section of the healthcare record.

- 5.33.72. CONTRACTOR shall use the FDC's existing information systems (OBIS) to collect, store, and report on daily Mental Healthcare operations. This includes, but is not limited to entering data, monitoring reports and screens, and auditing data for accuracy to keep current the OBIS-HS, plus any other FDC system or component developed for Health Services or any FDC system or component deemed necessary for Health Services operations. Updates in OBIS shall be entered and completed within forty-eight (48) hours of any encounter.
- 5.33.73. CONTRACTOR shall make available appropriate personnel for training in the FDC's Office Health Services' component of the OBIS-HS. Training shall be provided by the FDC and shall be conducted at a designated site. Personnel required to attend include the Data Entry Operators and any personnel entering or assessing data in the OBIS-HS system. CONTRACTOR is responsible for payment of travel expenses for its employees. CONTRACTOR shall ensure that all applicable employees complete this training within the first ninety (90) days of the Contract. Arrangements for the training of new employees, as applicable, shall be the responsibility of CONTRACTOR and will be arranged with assistance from the Bureau. Failure of CONTRACTOR to provide sufficient personnel for training is not an acceptable reason for not maintaining OBIS information. CONTRACTOR shall ensure OBIS is utilized and maintained per HSB 15.06.04.
- 5.33.74. CONTRACTOR shall comply with applicable continuing requirements as determined by the FDC's Deputy Assistant Secretary of Health Services-Clinical for reports to and from the Bureau, CMA, and the On-Site Contract Monitor.
- 5.33.75. CONTRACTOR shall provide a quarterly report listing all CONTRACTOR's employed credentialed mental health providers to the On-Site Contract Monitor. This report shall include the provider name, health care license type and status, job title, privileges granted, credentialing status, date started at the Facility and date no longer working at a Facility if CONTRACTOR employee during the reporting period.
- 5.33.76. CONTRACTOR shall conduct self-monitoring in accordance with ACA requirements. This self-monitoring report shall be due to the On-Site Contract Monitor no later than twenty-one (21) days after the end of each quarter.
- 5.33.77. The Bureau reserves the right to require additional reports, adhoc reports, information pertaining to Contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates, citizens, or other parties. CONTRACTOR shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When time is of the essence, CONTRACTOR shall make every effort to answer the request as soon as possible so that the bureau can respond to the authority or party making the request.



**5.34. PHARMACY SERVICES.** CONTRACTOR shall provide sufficient controls over both its contracted and employed physicians/psychiatrists to be able to ensure strict adherence to the FDC's drug formulary. Compliance with the FDC's DER policy is required with one exception, an appropriately qualified CONTRACTOR representative shall stand in place of FDC to review and approve or deny DER, prior to prescribing any non-formulary medications. Subsets or restricted use of the FDC's formulary that effectively limit, in any manner, the use of the FDC's formulary are prohibited. Additionally, all medications shall be prescribed appropriately as indicated in the current edition of Drug Facts and Comparisons and the most recent Physicians' Desk Reference. CONTRACTOR shall not prescribe non-therapeutic doses, or change, increase or decrease medication or dosages without providing ample time for the medication to take effect as provided for in the package insert. If this occurs, CONTRACTOR shall be considered non-compliant with the provisions of care in the Contract. Should there be a requirement for use of a non-therapeutic dosage or the need to prematurely change medication or dosages, there must be appropriate clinical justification documented in the chart as well as adherence to the DER process to gain approval. Practitioners' prescribing practices shall be tracked monthly and reported by CONTRACTOR. Prescribing practices shall also be monitored for performance measure compliance.

- 5.34.1. CONTRACTOR shall provide Pharmacy Services and such services shall be performed in strict compliance with applicable Florida Statutes, Florida Board of Pharmacy Rules, Federal Drug Enforcement Administration Rules, the FDC's policies, procedures and HSB and all other applicable rules and regulations referenced herein.
- 5.34.2. The Pharmacy shall be permitted to provide all pharmacy services for medication distribution at the Facility as required by Chapters 465 and 893, F.S. This may be affected by utilizing on-site pharmacies, mail order pharmacies or any pharmacy process meeting the requirements in this section.
- 5.34.3. CONTRACTOR shall establish a Facility Pharmacy and Therapeutic Committee that shall make determinations regarding pharmacy services provided by CONTRACTOR.
- 5.34.4. CONTRACTOR shall provide coverage on-site or on-call by a licensed pharmacist twenty-four (24) hours a day, seven (7) days a week.
- 5.34.5. CONTRACTOR shall provide, furnish and supply pharmaceutical and drugs to the Facility utilizing a "unit dose" method of packaging. A unit dose system shall provide a method for the separation and identification of drugs for the individual resident or patient. Unit doses of medication to be administered by nursing staff are to be provided in a patient specific format. A medicinal drug dispensed in a unit dose system by a pharmacist shall be accompanied by labeling. The requirement shall be satisfied if, to the extent not included on the label, the unit dose system indicates clearly the name of the resident or patient, the prescription number or other means utilized for readily retrieving the medication order, the directions for use, and the prescriber's name.

- 5.34.6. CONTRACTOR shall adhere to HSB 15.05.19 to provide psychotropic medications.
- 5.34.7. CONTRACTOR shall strictly comply with the FDC's formulary in all cases unless a Drug Exception Request is approved by the CONTRACTOR's designee. Please see the FDC intranet (which Contractor will be provided access to after Contract execution) for FDC's formulary.
- 5.34.8. CONTRACTOR shall provide other medications in liquid unit dose properly labeled as specified by the CHO. CONTRACTOR shall provide injectable medications as required.
- 5.34.9. CONTRACTOR shall provide hypodermic supplies to include needles and syringes and disposal containers that are tamper proof and puncture resistant. CONTRACTOR shall be responsible for appropriate disposal and/or destruction of needles and syringes with documentation. The Department suggests consulting with county and state health officials for sharps/sharps container disposal policies and procedures.
- 5.34.10. CONTRACTOR shall provide and fill all prescriptions for inmates leaving on writ or discharge in accordance with HSB 15.14.02.
- 5.34.11. CONTRACTOR shall properly package all medications in light- and/or humidity- resistant containers as appropriate.
- 5.34.12. CONTRACTOR shall maintain copies of all prescriptions issued to inmates in a permanent file on-site for a minimum period of four (4) years from the date of last entry in the profile record in compliance with Chapter 465.022 F.S. This record may be a hard copy or a computerized form. Copies shall be provided to the FDC upon request.
- 5.34.13. CONTRACTOR shall comply with Section 465.0235, F.S., and maintain all transactions with the automated pharmacy in a readily retrievable manner. The record shall be available to an authorized agent of the Department of Health or the Board of Pharmacy. The record shall include:
  - 5.34.13.1. Name or identification of the patient or resident.
  - 5.34.13.2. Name, strength and dosage form of the drug product released.
  - 5.34.13.3. Quantity of drug released.
  - 5.34.13.4. Date and time of each release of a drug.
  - 5.34.13.5. Name of provider pharmacy.
  - 5.34.13.6. Prescription number or order number.
  - 5.34.13.7. Name of prescribing practitioner.
  - 5.34.13.8. Identity of the pharmacist who approved the prescription or order.  
(initials print on the label)
  - 5.34.13.9. Identity of the person to whom the drug was released.
- 5.34.14. CONTRACTOR shall maintain appropriate documentation including, but not limited to, inventory records, controlled drug perpetual inventory, patient profiles and cost data for financial records. All documentation shall be made available for review by the FDC's Office of Health Services' Director of Pharmacy, or designated representatives of the Bureau.

- 5.34.15. CONTRACTOR shall adhere to HSB 15.14.02 to prescribe, dispense and possession limits for medication and procedure 403.007, Medication Administration and Refusals.
- 5.34.16. CONTRACTOR shall document and maintain a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication.
- 5.34.17. CONTRACTOR shall perform in-service training for staff according to a schedule mutually agreed upon and approved by the FDC.
- 5.34.18. CONTRACTOR shall provide a licensed pharmacist to perform third party drug utilization reviews as requested by the FDC's Clinical Quality Management Committee.
- 5.34.19. CONTRACTOR shall provide a licensed consultant pharmacist to conduct monthly inspections of all facility areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, storage and a periodic review of medication records. The consultant pharmacist's monthly inspection report shall be completed as required by HSB 15.14.04 Appendix A. One copy shall remain in the pharmacy and a copy shall be provided to the FDC's Director of Pharmacy upon request.
- 5.34.20. CONTRACTOR shall provide a Pharmacist to serve as chairperson of the Facility's Pharmacy and Therapeutics Committee and to consult on-site and by telephone with the CHO and staff as requested.

**5.35. LABORATORY SERVICES.** CONTRACTOR shall provide Laboratory Services for all medically necessary and appropriate diagnostic laboratory procedures in accordance with the requirements set forth below:

- 5.35.1. All laboratory work shall be performed at a local hospital or accredited laboratory nearest the Facility. Results shall be telephoned immediately to the requesting physician and a written report shall follow within twenty-four (24) hours.
- 5.35.2. Non-urgent laboratory services shall be in compliance with all applicable requirements of Chapter 483, F.S., and the ACA Standards as described herein. If CONTRACTOR provides any in-house laboratory testing, it must also be in compliance with the appropriate provisions of Florida law. If only waived tests are conducted, CONTRACTOR must obtain a Certificate of Exemption from the Agency for Healthcare Administration.
- 5.35.3. Services shall include, but not be limited to:
  - 5.35.3.1. Laboratory supplies and required equipment (i.e., centrifuges).
  - 5.35.3.2. Pick-up and delivery on a daily basis, or as needed Monday through Friday.
  - 5.35.3.3. Printer installed at the Facility, to provide test results (FACSIMILE NOT ACCEPTABLE).
  - 5.35.3.4. Immediate telephone contact with written reporting capability within twenty-four (24) hours.
- 5.35.4. A Clinician (ARNP, Physician's Assistant (PA), Dentist, or Psychiatrist) shall check, initial, stamp and date all laboratory results within an appropriate to

screen for discrepancies between the clinical observations and the laboratory results. In the event that the laboratory report and the clinical condition of the patient do not appear to correlate, it shall be the responsibility of the physician to make a clinical assessment, and to provide appropriate follow-up, which shall include reordering of the lab tests.

**5.36. RADIOLOGY SERVICES.** CONTRACTOR shall provide Radiology Services for all medically necessary and appropriate diagnostic X-ray procedures.

5.36.1. All services shall be provided in accordance with applicable state and local regulations for equipment and personnel licensure.

5.36.2. CONTRACTOR shall ensure that X-ray films are read by a radiologist. The radiologist shall call the Facility CHO/ARNP with any report requiring immediate intervention. CONTRACTOR shall ensure that a written report, on the appropriate FDC form, is forwarded as required. All emergency X-rays that are required at times other than normal working hours shall be performed at a local Facility. A physician shall review, initial and date all X-ray reports.

**5.37. INMATE PROGRAMMATIC SERVICES.** CONTRACTOR shall provide proposed evidence-based programs that have the objective of reducing recidivism by assuring the successful reintegration of the inmates back into society upon release from incarceration. Such services shall be initiated upon the Service Commencement Date, that shall be maintained continuously and shall be certified by the appropriate governing agency(ies). Teachers' and instructors' credentials must meet or exceed all applicable requirements of Florida Law. The inmate participation requirements set forth in CONTRACTOR's proposal. The inmate participation requirements set forth in **Exhibit F**, Staffing Pattern, shall be reevaluated annually and adjusted as necessary by mutual agreement of the parties through an addendum to this Contract; any reduction in inmate participation requirements shall be accompanied by a corresponding reduction under Section 7.1.

5.37.1. All programs shall be evidence based and shown through current research to successfully reduce recidivism. CONTRACTOR's program plan includes a proposed list of programs, with a corresponding description of the curriculum and citations for academic journals substantiating the program's effectiveness. These programs are not eligible for funding from the POI/WTF. Each inmate shall have a reentry plan to include a comprehensive assessment of the inmate's needs and how these needs shall be met with the facilities programming. This plan shall be kept in the inmate's file and reviewed (with the review documented).

5.37.2. In addition, CONTRACTOR may utilize volunteers for programs that shall contribute to leisure time, religious educational programs, or that in CONTRACTOR's judgment may contribute to inmates' adjustment in the Facility or upon release. Contractor shall screen volunteers according to the established FDC policy. CONTRACTOR shall develop its own volunteer policy for review by the evaluation committee. CONTRACTOR shall be permitted to submit revised plans prior to contract execution as necessary to

accommodate changes required by the DMS or FDC. All required plans shall be reviewed annually and updated as needed. Documentation of review shall be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the Bureau Chief.

- 5.37.3. All inmate programs are subject to reporting requirements of the state and federal government. All programs must be offered on a continuous basis. Teacher/instructor ratios are to be in accordance with best practices to accomplish this goal, and once approved are subject to the vacancy positions deduction clause of the Contract. CONTRACTOR shall achieve and maintain the performance measures for these programs as stated in their proposal and this Contract and shall provide DMS with a monthly status report indicating whether the programs' goals have been met or the reason why the goals have not been met. This report shall include the number of GED certificates earned, number of vocational completion points earned, number of reentry plans completed and reviewed, and/or other information as developed by the Bureau or the On-Site Contract Monitor.

5.37.3.1. When an academic and/or vocational instructor position becomes vacant, CONTRACTOR shall report the vacancy immediately to the On-Site Contract Monitor. A plan must be developed that details how the class shall operate without a full-time instructor or if the class should be closed until the vacant instructor position is filled. The need for a full-time instructor to facilitate the class instruction and security concerns should be the basis for the plan. The CONTRACTOR's plan must be submitted to the On-Site Contract Monitor within five (5) business days of an instructor position becoming vacant. The On-Site Contract Monitor shall submit the plan to the Bureau. The Contract Manager shall approve the plan as submitted or request changes to the plan to ensure inmates receive adequate class instruction.

5.37.3.2. When an academic and/or vocational class is closed due to a vacant instructor position, the amount equal to the adjustment to provide that category of programmatic service for each slot multiplied by the numbers of slots in that particular class shall be deducted on a monthly basis from the management payment.

5.37.3.2.1. Academic Slot Adjustment **\$0.98**.

5.37.3.2.2. Vocational Slot Adjustment **\$0.52**.

5.37.3.2.3. Behavioral/Transition Slot Adjustment **\$0.57**.

5.37.3.2.4. Substance Abuse **\$0.84** (see section 5.37.4.7).

- 5.37.4. Types of program services to be provided include, but are not limited to the following:

5.37.4.1. Vocational Programs that are specialized to provide training in fields for gainful employment. The vocational program shall be designed to impart knowledge and develop skills that are essential for success in meeting the needs of the inmates with

adequate experience to enable the inmate to obtain employment upon release. Actual work-based projects are to be included in the learning activities. Vocational programs must have specific performance measures: number enrolled, number participated, number completed, number certified, etc., with the goal of placing as many inmates as feasible in apprentice-type job programs to benefit the state and maintain security in the Facility. The custody level of the inmate is to be a consideration in establishing and assigning inmates to vocational programs. The program may include subcontractors to accomplish the program goals. Programs should be in areas recommended as a 'workforce need' as established by the Department of Labor or the Department of Economic Opportunity.

- 5.37.4.2. Release Preparation or Pre-Release classes or seminars emphasizing resources in the community to aid in transition. These resources should include information on obtaining birth certificates, copies of social security cards, obtaining a driver's license or photo identification card, applying for food stamps, workforce services, child support issues, etc.
- 5.37.4.3. Behavioral Services shall include the Compass 100 Live/Hybrid or its replacement as required by FDC policy and procedure. Intervention classes to offenders with violent histories at a minimum of two times per year, and more often if the population turnover warrants. These classes may be included with Life Management skills classes. Cognitive behavior and self-help programs are encouraged.
- 5.37.4.4. Religious Services shall be made available to all inmates who wish to participate in accordance with the ACA Standards, the United States Constitution and FDC policy and procedure. Services may be provided by a Chaplain(s) hired by CONTRACTOR, or by qualified volunteers. If CONTRACTOR chooses to depend upon volunteer services and said services prove to be inadequate to meet the needs of the inmates as determined by the Bureau, then CONTRACTOR shall hire one or more Chaplains at no additional increase(s) in the per diem rate.
- 5.37.4.5. Organized weekly religious services shall be offered. Volunteers from the community may be utilized to assist in offering a variety of religious programs. Religious activities must be afforded in accordance with applicable federal and state laws. Pastoral qualifications of employees or volunteers in this program must meet the minimum qualifications required by the FDC.
- 5.37.4.6. Wellness Program which includes indoor and outdoor recreation and leisure time programs for the inmates in compliance with the

applicable and corresponding Constitutional standards, the ACA Standards and FDC policies and procedures.

5.37.4.7. Substance Education and Treatment Program that provides individual and group counseling for inmates that is a treatment program designed to reduce substance use and abuse in accordance with Florida Statutes, Florida Administrative Code, FDC policies and procedures and is licensed by the Department of Children and Families, if applicable. In the event of staff vacancies (e.g. credentialed manager, counselor) and a substance education or treatment class is closed, the amount equal to the adjustment to provide that category of programmatic service for each slot multiplied by the numbers of slots in that particular class shall be deducted on a monthly basis from the management payment. The adjustment rate of **\$0.84** shall be taken for substance education/treatment.

5.37.4.8. Program Vacancies: It is understood and agreed that from time to time a vacancy may occur in a program slot required by Section 5.41. For purposes of this Contract, a vacant slot occurs when the inmate assigned to the program has transferred, refused to participate, has deceased, or is reassigned to another program. A vacant slot also includes an inmate assigned to the program but due to his circumstances cannot benefit from the programming. Examples include providing transition services to an inmate serving a life sentence with no possibility of parole or providing pharmacy technician training to an inmate with an extensive criminal history of drug abuse. A vacancy does not occur when an inmate is temporarily absent due to illness, classification appointments, or other temporary leave conditions. In the case of a vacancy, CONTRACTOR may arrange for the service to be provided to another inmate, so long as the service is provided to an inmate with standing to benefit from the program.

5.37.4.8.1. CONTRACTOR agrees to exercise due diligence to attempt to fill any vacant programming slots immediately upon the date which the slot becomes vacant. If CONTRACTOR anticipates a problem in filling a vacant slot, CONTRACTOR must request a waiver from the Bureau. The request shall be submitted to the Bureau Chief through the Bureau's On-Site Contract Monitor. The Bureau shall respond to any such request within three (3) working days. A list of inmates participating in the programming, a list of program slot vacancies, along with class sign-in sheets, and other supporting documentation must

be provided to the Bureau's On-Site Contract Monitor as requested.

**5.38. PROGRAM PLAN.** CONTRACTOR shall provide as part of its Contract a plan for providing academic and vocational programs to inmates ("Program Plan"), to be initiated upon the Service Commencement Date, that shall be maintained continuously and certified by the appropriate governing agency(ies). The programs stipulated in this plan shall not be eligible for funding from the POIITWF. All programs are subject to reporting requirements of the state and federal government. All Programs described in the Program Plan must be offered on a continuous basis. Teacher/instructor ratios are to be reasonable and in accordance with governing policies and procedures to accomplish the goal, and once approved are subject to the vacant positions clause of the contract. CONTRACTOR shall achieve and maintain performance measures for these programs and shall provide the Bureau with a monthly status report indicating whether the programs' goals have been met or the reason why the goals have not been met. See **Exhibit H**, Inmate Programmatic Services Plan, for a detailed plan.

5.38.1. The participation requirements are as follows:

5.38.1.1. Behavioral – Thirteen percent (13%) or one hundred twenty-five (125) inmates;

5.38.1.2. Academic – Twelve percent (12%) or one hundred twenty (120) inmates;

5.38.1.3. Vocational – Seven percent (7%) or seventy-two (72) inmates; and

5.38.1.4. Substance abuse – Twenty-five percent (25%) or two hundred fifty (250) inmates.

5.38.2. Deliverables. The Contractor must submit a report, using the **Exhibit L**, Quarterly Performance Measures and Deliverables, regarding the following performance measures and deliverables each quarter. The quarters are July through September, due on **October 15**; October through December, due on **January 15**; January through March, due on **April 15** and April to June, due on **July 15**.

5.38.2.1. Percentage of Individual Program Plans completed on newly arriving inmates.

5.38.2.2. Academic (ABE, Pre-GED, and GED classes)

5.38.2.2.1. Percentage of inmates enrolled in GED class obtaining a GED certificate within six (6) months. The number of inmates obtaining GED certificates within six (6) months of enrolling in a Pre-GED and/or GED course divided by all inmates who have enrolled in Pre-GED and GED classes.

5.38.2.2.2. Percent of inmates who successfully complete GED programs. The number of inmates completing GED courses divided by all inmates who have enrolled in GED classes



- 5.38.2.2.3 Percentage of inmates passing the GED test. The number of inmates obtaining GED certificates divided by all inmates who have attempted to obtain a GED certificate.
- 5.38.2.2.4. Percent of inmates participating in educational programs obtaining a one half (.5) increase in grade level for three months of instruction. The number of inmates increasing his grade level by at least one half (.5) through pre-test and post-test measures divided by the total number of students enrolled in academic classes for three months.
- 5.38.2.2.5. Percent of inmates completing mandatory literacy programs (MLP) who score at or above sixth (6<sup>th</sup>) grade level on their next Test of Adult Basic Education (TABE). The MLP is a one hundred fifty (150) hour program that is a legislative mandate for applicable offenders as outlined in 944.801(i), F.S. The highest priority for inmate participation is focused on youthful offenders and inmates nearing release. Inmates who completed the literacy program with at least a sixth (6<sup>th</sup>) grade level on TABE test divided by all inmates completing the literacy program during the time period.
- 5.38.2.2.6. Percent of inmates who successfully complete mandatory literacy programs. Number of inmates successfully completing literacy programs divided by all inmates enrolled in the literacy program during the time period.
- 5.38.2.2.7. Percent of inmates enrolled in academic programs that have an expected release date within five years. Number of inmates who are currently enrolled in academic programs and have an expected release date within five (5) years divided by the total number of inmates enrolled in academic programs. This percentage should be at least ninety-two percent (92%).
- 5.38.2.3. Vocational (Career and Technical education classes)
- 5.38.2.3.1. Percent of inmates who successfully complete vocational education programs at the highest level of certification available at the facility. Number of inmates successfully completing vocational programs divided by all inmates exiting vocational programming.

- 5.38.2.3.2. Average number of occupational completion points (or equivalent) for inmates enrolled in vocational programming. Completion points are established by the Department of Education for vocational programs. They are the generally accepted measures of a set of knowledge that student should have obtained during the class. This measure is the number of completion points obtained divided by the number of inmates enrolled in vocational programming.
- 5.38.2.3.3. Percentage of inmates completing all vocational classes. This measure is the number of inmates participating in the programming divided by the number of inmates completing the programming.
- 5.38.2.3.4. Percentage of inmates mastering stated curriculum objectives for modules at eighty percent (80%) or higher. This measure is the number of inmates mastering stated curriculum objects at eighty percent (80%) or higher divided by the number of inmates participating in the programming.
- 5.38.2.3.5. Percent of inmates enrolled in vocational programs that have an expected release date within three (3) years. Number of inmates who are currently enrolled in vocational programs and have an expected release date within three (3) years divided by all inmates enrolled in vocational programs. This percentage should be at least ninety-two percent (92%).
- 5.38.2.4. Substance Abuse (Psycho-Educational Classes, Reactive and Preventive Counseling, Cognitive-Behavior Treatment, and a Therapeutic Community)
  - 5.38.2.4.1. At least ninety percent (90%) of inmates enrolled in substance abuse treatment programs shall be assigned in accordance with the Priority Ranking Report and deemed to be most in need of treatment. Number of inmates assigned to substance abuse treatment and who were designated to be most in need of substance abuse treatment according to the Priority Ranking Reported divided by the total number of inmates assigned to the substance abuse treatment.
  - 5.38.2.4.2. At least sixty percent (60%) of inmates enrolled in substance abuse treatment programs shall successfully complete Drug Abuse

- Education/Treatment programs. Number of inmates assigned to drug abuse education/treatment who successfully complete the program divided by the number of all inmates exiting drug abuse education/treatment programs.
- 5.38.2.4.3. Percentage of random inmate drug tests that are negative for inmates in Drug Abuse Education/Treatment programs. Number of negative tests for inmates enrolled in substance abuse treatment programs divided by total number of tests for inmates enrolled in substance abuse treatment programs.
- 5.38.2.4.4. Percentage of random inmate drug tests that are negative for inmates not participating in Drug Abuse Education /Treatment programs. Number of negative tests for inmates not enrolled in substance abuse treatment programs divided by total number of tests for inmates not enrolled in substance abuse treatment programs.
- 5.38.2.5. Behavioral (Transition, Life Skills, and Cognitive-Behavioral Programming)
- 5.38.2.5.1. Percentage of inmates receiving major disciplinary reports who have completed behavioral modification/intervention courses. Number of major disciplinary reports for inmates who have not completed behavioral programming divided by total number of major disciplinary reports.
- 5.38.2.5.2. Percentage of inmates with employment documents (social security card, birth certificate, state identification, etc.) prior to release. Number of released inmates who have employment documents divided by total number of released inmates.
- 5.38.2.5.3. Percentage of transition plans completed for inmates released from prison. Number of released inmates who have completed transition plans divided by total number of released inmates.
- 5.38.2.5.4. Percentage of release plans completed for inmates released from prison. Number of released inmates who have release plans divided by total number of released inmates.
- 5.38.2.5.5. Enhanced In-Prison and Post-Release Recidivism Reduction Program: Contractor shall provide this program as set forth in **Exhibit I**, Enhanced In-Person and Post-Release Recidivism Reduction

Program Plan. The program requires additional program staff, revised/expanded program curriculum integrated with select post-release assistance in the areas of transitional housing, employment, education and aftercare treatment. Contractor shall coordinate with DMS and FDC to access offender recidivism results at one (1) year, two (2) year, and three (3) year intervals following offender release.

- 5.38.3. Education Programs shall be in compliance with the Department of Education, FDC policy and procedure and the ACA Standards. "Participating" shall mean "the inmate is actively attending specified program." Proposal shall include the proposed number of programming slots and whether program shall be offered on a full-time or part-time basis.
- 5.38.4. At all times during the course of the contract, CONTRACTOR agrees to maintain inmate participation in behavioral, academic, vocational, and substance abuse programs at the Facility at the participation percentage level identified above.
  - 5.38.4.1. For example, assume a correctional facility currently has a maximum occupancy of two thousand (2,000) inmates and currently four hundred (400) inmates per day, Monday through Friday, baring recognized holidays, are enrolled in and participate in programs offered by CONTRACTOR. The facility undergoes an expansion that results in the facility having a maximum occupancy of two thousand two hundred (2,200) inmates. Under the Contract provision, CONTRACTOR would now have to maintain inmate enrollment and participation in such programs at four hundred forty (440) inmates per day, Monday through Friday, baring recognized holidays.
  - 5.38.4.2. If inmates in the facility cannot participate in the programs identified in this section because they are not eligible, are not likely to benefit from the programming, do not participate in such programs because they refuse to participate or do not complete the programs for which they are enrolled and have participated in, CONTRACTOR shall provide this information to the On-Site Contract Monitor for inclusion in the Accountability Report ("Report") submitted monthly by the On-Site Contract Monitor to the Bureau. With regard to inmate enrollment, participation, and completion in the programs at issue and the need to accurately account for inmate participation and completion in these programs, the Report shall account for inmate program participation and completion and shall at a minimum provide information that includes the inmate's name, the inmate's FDC Number, and a description of the ineligibility of the inmate to

participate in or the inability to complete the program(s) or the facts surrounding the inmate's refusal to participate. Further, it is understood that inmates who are enrolled in and are actively attending a program may have occasional absences due to legitimate reasons including, but not limited to, health reasons, court appearances, recognized holidays, etc. Such absences shall be noted in the Report.

- 5.38.5. The information provided by CONTRACTOR to the On-Site Contract Monitor regarding inmate participation in and completion of these programs shall be provided in sufficient detail to enable the Bureau to appropriately audit and monitor CONTRACTOR's compliance with this provision. Inmate eligibility to participate in such programs shall ultimately be determined by criteria established by the FDC.
- 5.38.6. GED TESTING: CONTRACTOR shall administer all testing in accordance with Florida Department of Education standards and FDC policy and procedures. CONTRACTOR shall be required to report all testing outcomes to the DMS and FDC. CONTRACTOR shall be responsible for all technology costs associated with administering the GED computer-based test.
- 5.39. INMATE LAUNDRY AND CLOTHING.** CONTRACTOR shall furnish uniforms, including shoes, for inmates that shall be properly sized and fitted, climatically suitable, durable and presentable. CONTRACTOR shall comply with FDC's Notice of Instruction 1-071 "Inmate Health and Comfort Items – Issuance." CONTRACTOR shall provide laundry services and clothing in compliance with the applicable and corresponding Constitutional standards and the ACA Standards to include, but not be limited to the following:
- 5.39.1. Regular changes of clothing;
  - 5.39.2. Toothbrush and toothpaste;
  - 5.39.3. Disposable razor (except where prohibited);
  - 5.39.4. Bath soap;
  - 5.39.5. Toilet paper;
  - 5.39.6. Specialized clothing for inmates who are involved in activities such as food service, maintenance; and
  - 5.39.7. Clean bedding and linen.
- 5.40. INMATE COMPENSATION.** Some inmates employed in selected jobs are paid for their labor. Wages should be deposited to the inmate's account and a portion of earnings be returned to the State to offset part of the cost of incarceration. Distribution of inmate earnings shall continue to accrue to either the inmate or the State and CONTRACTOR shall have no claim to any part of inmates' earnings. CONTRACTOR shall comply with Florida Statutes regarding inmate earnings distribution.
- 5.41. LIBRARY.** CONTRACTOR shall provide an inmate law library in compliance with Rule 33-501.301, F.A.C., FDC's Policy 501.301, and ACA Standards.
- 5.41.1. The institution librarians shall conduct an annual inventory of their collections and report any missing items. The monthly law library report from the Facility shall include the number of library requests, number of requests completed,

number of requests denied, number of library visits in confinement, days and hours the law library was open to inmate use, circulation of law library materials, volume of legal services provided to inmates, number of assigned inmate law clerks, and legal materials added to the law library collection during the month. Library reports shall be submitted monthly to the On-Site Contract Monitor and the FDC per FDC Procedure 501.301. The Law Library at the Facility shall be designated as a major collection. This report shall be submitted by the tenth (10th) day of each calendar month for the previous month's activities. A "Law Library Report for Major and Minor Collections," DC5-147, and "Monthly Accession Report for Law Library Collections," DC5-145, shall be used to submit the monthly report for the law library.

5.41.2. CONTRACTOR shall provide a general library for inmate use. A monthly report in compliance with FDC policy 501.310 shall be submitted monthly to the FDC's Library Services Administrator and the On-Site Contract Monitor. This report shall include total operating time, circulation and usage by inmates and staff, educational/informational programming, and library collections. A "General Library Report," DC5-144, shall be used to submit the monthly report of the general LIBRARY USAGE.

**5.42. INMATE REINTEGRATION PROGRAM.** Contractor shall provide an inmate reintegration program which provides for the following:

5.42.1. Treatment Program Counseling which shall provide individual and group counseling for inmates which shall comply with the ACA Standards and includes mental health care and crisis intervention services, adjunct community resource assistance as needed, specific therapy groups as determined by inmate needs and which may change over time, and a substance abuse program which is more fully described in **Exhibit H**, Inmate Programmatic Services Plan.

5.42.2. Volunteer Programs which shall include clearly specified lines of authority, responsibility and accountability for the volunteer services program; recruitment, screening and selection of volunteers; and volunteer orientation and training.

5.42.3. Education Programs in compliance with the Department of Education, FDC, and DMS policy and ACA Standards and as more fully described in **Exhibit H**, Inmate Programmatic Services Plan.

5.42.4. Inmate Work Programs in compliance with FDC and DMS policy, and ACA Standards. All inmates shall be required to keep their living areas clean and in addition, work opportunities shall be available in the food service, laundry, maintenance shop, warehouse, and utility squads. FDC shall be responsible for approving gain time credit for labor performed. CONTRACTOR shall be required to submit an annual report documenting the number of persons who have satisfactorily completed each of the academic education, vocational education, and substance abuse components, required to be delivered per the terms of this Contract and CONTRACTOR's proposal. Included in this annual report shall be an update of the career outlook analysis, concerning

information as required in the Contract, including: type of jobs the vocational training prepares the inmates for; estimated job growth, in the State of Florida, in the fields of training being offered; salary range of the jobs available; and qualifications necessary for the jobs.

- 5.43. RECREATION.** CONTRACTOR shall provide indoor and outdoor recreation and leisure time programs for the inmates in compliance with the FDC/ACA Standards.
- 5.44. ACCESS TO COURTS.** CONTRACTOR shall provide inmates access to courts in compliance with the ACA Standards and the United States Constitution.
- 5.45. CONTRACTOR STAFFING REQUIREMENTS.**
- 5.45.1. CONTRACTOR shall provide sufficient, qualified personnel to oversee and carry out the required operations of the Facility as specified by FDC's policies and procedures and in accordance with ACA Standards. CONTRACTOR shall maintain a file containing job descriptions for each position contained within the staffing pattern. All security posts shall have a post order with sufficient detail to ensure the security person filling the position can accomplish all tasks and are in accordance with FDC rule, policy and procedure. Job descriptions shall be reviewed annually. Documentation of review and any suggested revisions shall be submitted to the On-Site Contract Monitor. All revisions must be approved by the Bureau Chief. CONTRACTOR shall provide updated information on the Automated Training Management System (ATMS). All terminations for cause shall have comments added to the termination reason in the ATMS.
- 5.45.2. Equal Employment Opportunity: CONTRACTOR shall provide written procedures on recruitment and selection of both objective and subjective merit principles. Recruitment and selection shall be done without regard to age, race, color, sex, religious creed, national origin, political opinions, or affiliations, marital status or handicap, except when such requirement constitutes a bona fide occupational qualification necessary to perform the tasks associated with the position, equal opportunity practices relating to recruitment, examination, appointment, training, promotion, demotion, compensation, retention, discipline, separation, or other employment practices. CONTRACTOR is responsible for maintaining records as required by the federal Equal Opportunity Act.
- 5.45.3. Vacancies: It is understood and agreed that from time to time a vacancy may occur in staff positions required by the staffing pattern. For purposes of this Contract, a vacant position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position. A vacant position also includes a staff position that is filled with a person who does not possess the training, licensure or credentials required to perform the function. A vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition. In the case of a vacancy, CONTRACTOR may arrange for the services to be provided by another appropriately qualified employee, so long as the service is actually provided on the shift or during the hours.

- 5.45.3.1. CONTRACTOR agrees to exercise due diligence to attempt to fill any vacant security or non-security position within thirty (30) calendar days after the date upon which the position becomes vacant. If CONTRACTOR anticipates a problem in filling a vacant position within the thirty (30) day allowance, CONTRACTOR must request a waiver from the Department, to be reviewed on a case-by-case basis, to fill a position with contracted staff. The request shall be submitted to the Bureau Chief and the Bureau's On-Site Contract Monitor. The Bureau shall respond to any such request within three (3) business days. Positions not filled with permanent employees or contracted staff shall incur vacancy deductions until the position is filled. A list of vacant positions along with position control documentation must be provided to that effect to the Bureau's On-Site Contract Monitor to be included on the monthly position control documentation submitted to the Bureau. Where contracted staff are utilized, CONTRACTOR must submit the invoice relative to payment for such contracted staff, reflecting dates of service and costs, to the Bureau's On-Site Contract Monitor along with the position control documentation. CONTRACTOR shall also submit documentation of any use of overtime to fill vacant positions after the specified time. The Bureau shall adjust the Management Payment under Section 7.1 accordingly. This adjustment shall not be considered or construed as a penalty or a form of damages, but as a withholding of payment for a service not provided.
- 5.45.3.2. As long as CONTRACTOR has exercised and continues to exercise due diligence to fill a position, the fact that the position remains vacant shall not constitute an Event of Default; but if CONTRACTOR has less than the required number of employees for more than the specified time, deductions for vacancies shall be made from the monthly per diem paid by the Bureau using the three hundred sixty-five (365) day method inclusive of benefits, until such time as the position is filled permanently or with contracted staff.
- 5.45.3.3. These deductions shall be based on the minimum salary level of the staff member's position as established in **Exhibit G**, Positions, Job Codes, and Salaries. **Exhibit G**, Positions, Job Codes, and Salaries, shall also include all positions, corresponding job codes, minimum and maximum salary levels, level of education, and whether certification is required for the position.
- 5.45.4. Staff Health Requirements: CONTRACTOR shall have all staff tested annually for Tuberculosis per the FDC's policy 401.015 and applicable forms and ACA Standards. CONTRACTOR shall also offer inoculation for Hepatitis B when requested.



- 5.45.5. Minimum Required Staffing Positions: As provided by ACA.
  - 5.45.5.1. Staffing Qualifications: All required personnel documentation including certifications shall be maintained at the Facility. This documentation shall be made available to the On-Site Contract Monitor upon request.
  - 5.45.5.2. CONTRACTOR Staff Conduct: CONTRACTOR shall ensure that all staff adheres to the following requirements for conduct:
    - 5.45.5.2.1. CONTRACTOR or staff shall not display favoritism to or preferential treatment of, one (1) inmate or group of inmates over another.
    - 5.45.5.2.2. CONTRACTOR or staff shall not display any favoritism or preferential treatment to family, friends of employees or inmate family members.
    - 5.45.5.2.3. CONTRACTOR or staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
    - 5.45.5.2.4. Unless approved in writing by the Contract Manager, CONTRACTOR or staff shall have no outside contact (other than incidental contact) with an inmate residing or formally residing at the Facility or their family or close associates, except for those activities which are approved as part of the contract and part of the employee’s job description. Any violation of this clause may be terms for dismissal.
    - 5.45.5.2.5. CONTRACTOR or staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon DMS, FDC, or the CONTRACTOR. In providing services pursuant to this Contract, CONTRACTOR shall ensure that their employees avoid both misconduct and the appearance of misconduct. If an employee is arrested, CONTRACTOR shall notify the On-Site Contract Monitor immediately. The employee shall be responsible for providing the probable cause affidavit of the arrest to the Human Resource Personnel who shall forward it to the On-Site Contract Monitor who shall forward it to the Bureau. For all personnel with a felony arrest, the Contract Manager and the Criminal History Analyst shall meet within three (3) business days to determine whether employee may continue reporting for duty at the facility. For all employees with a misdemeanor

request not involving violence shall be permitted to work under the contract if the employee is complying with the terms of the court. For employees with violent misdemeanor arrest, the Personnel Review Committee shall meet within three (3) days to determine whether the employee can continue reporting for duty at the facility. The Bureau shall make the final determination of whether employee shall be permitted to continue to work under the contract.

- 5.45.5.2.6. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager and the Warden, including proposed corrective action to be taken by CONTRACTOR. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject CONTRACTOR to appropriate action, up to and including termination of this Contract.
- 5.45.5.2.7. CONTRACTOR shall report any violations detailed above and any other incident requiring investigation by CONTRACTOR in writing to the Contract Manager within two (2) hours of CONTRACTOR's knowledge of the incident.
- 5.45.5.2.8. CONTRACTOR shall provide their employees with a copy of these standards of employee conduct and document receipt of such notification in the employee's personnel file.
- 5.45.5.3. Criminal History Check: CONTRACTOR shall ensure its officers, employees or agents, and any sub-contractor or subcontracted staff performing operational and/or management services at the Facility, shall be subject, at CONTRACTOR's expense, to a Florida Department of Law Enforcement (FDLE) FCIC/NCIC criminal history check. This criminal history check shall be conducted by the State. The State has full discretion to require CONTRACTOR to disqualify, prevent, or remove any staff from any work under this Contract. In order to carry out this criminal history check, CONTRACTOR shall provide, prior to commencing services, electronic fingerprints. Agencies that currently have their own applicant livescan devices may submit using their equipment. Agencies may purchase equipment and may enter into agreements with other law enforcement agencies with applicant livescan devices who are willing to assist, including

FDLE which has at least four locations for livescan devices. Agencies may contract with a livescan service provider but there is a fee associated with that service.

- 5.45.6. Florida law requires a fingerprint based criminal history background check as a condition of employment for all law enforcement, correctional and correctional probation officers under s. 943.13(5), F.S.
- 5.45.7. CONTRACTOR shall screen all potential employees through referral, employment and background checks prior to the individual providing services, care, custody, control or supervision to inmates as directed by this Contract. This screening shall include but not be limited to employment history, academic/vocational achievement, references, organizational affiliations and any certifications or licensures. CONTRACTOR shall not hire an employee who has close friends or family members under the care, custody, or control of the FDC, or a contracted private prison operator, without permission, in writing, by the Contract Manager.
- 5.45.8. CONTRACTOR shall require that all current and potential employees and subcontractors provide the details of all criminal activity, including official court information, involving felonies or first-degree misdemeanor charges to the Bureau. The employee must provide all court disposition documentation showing that all court obligations have been satisfied to the Bureau for employment eligibility determination. CONTRACTOR shall not employ any person who has not been approved by the Bureau for employment. CONTRACTOR shall not assign or employ personnel to provide any services pursuant to this Contract who was convicted of a felony or first-degree misdemeanor unless approved in writing by the Bureau.
- 5.45.9. CONTRACTOR shall not hire any individual to provide services as described in this Contract who has been barred from any FDC or other criminal justice facility.
- 5.45.10. CONTRACTOR shall not hire any employee who has been terminated from FDC for cause. CONTRACTOR shall immediately report to the Department any new arrest, criminal charges or conviction of any current officer, agent or employee performing services under the Contract and shall prohibit that staff from working until cleared by the Department.
- 5.45.11. CONTRACTOR shall notify the Department immediately when an employee's resignation/termination is official for maintenance of active criminal history and personnel files. CONTRACTOR shall send an e-mail that includes to the employee's first and last name, last day worked and explicit direction to delete the employee's fingerprints from the FALCON system to the Department's Criminal History Administrator.

**5.46. RECORDS AND DOCUMENTATION.**

- 5.46.1. Records Maintenance: CONTRACTOR shall provide a records and reporting system both manual and computerized, for Facility operations that includes the following and is compatible with that used by the FDC. Further, CONTRACTOR's system shall be in compliance with federal, state, and local

laws governing confidentiality and shall identify and limit those persons who have control or access. The system shall provide for the following:

- 5.46.1.1. Provision of all reports and records necessary for monitoring of any court-ordered compliance.
- 5.46.1.2. Maintenance of an individual custody record on each inmate that includes, but is not limited to, personal data, personal inventory receipts, disciplinary action reports, incident reports, release information, classification and counseling records, dental, psychiatric and medical records;
- 5.46.1.3. Signed release of information forms;
- 5.46.1.4. Appropriate transfer documentation as to legal authority to accept the inmate;
- 5.46.1.5. Referrals to other agencies;
- 5.46.1.6. Confidentiality and safeguarding of case records to ensure against unauthorized and improper disclosure;
- 5.46.1.7. Maintenance of records and reports; and,
- 5.46.1.8. The retention and storage of logs and records in a manner consistent with FDC policy and Florida law.

5.46.2 **Management Information System:** CONTRACTOR shall install a fully compatible electronic data processing (EDP) System to Access the OBIS for information purposes with regard to inmate transfer, inmate financial records, and classification and health services. CONTRACTOR shall provide a system necessary to meet their own internal needs to include, but not limited to, general office automation and access to any unique "corporate" systems beyond office automation. CONTRACTOR shall provide network connections to these systems as well as the Internet. A server, printers, workstations, switches and WAN/LAN wiring are the responsibility of CONTRACTOR. CONTRACTOR shall provide the On-Site Contract Monitor with access to personnel systems to ensure contract compliance.

5.46.3. Workstations shall be compatible with FDC and DMS standards. CONTRACTOR employees can connect to the OBIS through the workstations once approved by the FDC's Bureau of Technology Services. The FDC shall supply a router to CONTRACTOR's corporate office that shall facilitate a VPN connection to OBIS. Approved CONTRACTOR employees shall be granted restricted access to OBIS through the Department's security management system and access request process. CONTRACTOR shall purchase the VPN connection from Florida's Department of Management Services. CONTRACTOR shall provide the On-Site Contract Monitor with a computer and workstation.

**5.47. DELIVERABLES.** To operate a nine hundred eighty-five (985) bed, adult male, minimum/medium custody level secure correctional facility.

**5.48. GENERAL REPORTING REQUIREMENTS.** CONTRACTOR shall provide to the On-Site Contract Monitor samples of new or revised reporting requirements it utilizes in the performance of its obligation under the Contract.

**5.49. MONITORING AND EVALUATION.**

- 5.49.1. Contract Monitoring/Performance Evaluation Monitoring: At its discretion, the Bureau shall monitor CONTRACTOR's performance to ensure compliance in accordance with all contract provisions, DMS's instructions, and all applicable standards, including, but not limited to ACA, Administrative Rules, DMS and FDC guidelines/policies/procedures, specifications of this Contract, and court orders and decrees. FDC shall also provide audits and reviews and shall have the same access as DMS employees.
- 5.49.1.1. The On-Site Contract Monitor, designated representatives, and employees of the Bureau may conduct inspections as deemed necessary. The Bureau shall have the right, unless otherwise proscribed by law, to prompt access to examine and receive copies, if requested, of all records of CONTRACTOR relating to the Facility, including without limitation, all financial books and records, maintenance records, employee records, and inmate records generated by CONTRACTOR and its subcontractors, or independent contractors, in connection with the performance of this Contract.
- 5.49.1.2. The Bureau's monitoring activities shall include review of subcontracts as previously described herein. The On-Site Contract Monitor shall provide the results of monitoring/inspection activities conducted to CONTRACTOR in writing. If CONTRACTOR noncompliance issues are noted during a monitoring activity, each shall be specifically identified and corrective action shall be recommended with a time frame specified to achieve compliance.
- 5.49.2. Monitoring and Evaluation: The Bureau's Contract Monitor or designated Bureau staff shall perform monitoring during the term of the contract, but not less than once a year to ensure contract compliance. Monitoring shall include periodic review of compliance with contract performance, including but not limited to, review of the following:
- 5.49.2.1. Security;
- 5.49.2.2. Inmate Management and Control;
- 5.49.2.3. Inmate Programs and Services;
- 5.49.2.4. Facility Safety and Sanitation;
- 5.49.2.5. Administration;
- 5.49.2.6. Food Service;
- 5.49.2.7. Personnel Practices and Training;
- 5.49.2.8. Inmate Health Services;
- 5.49.2.9. Inmate Discipline;
- 5.49.2.10. Maintenance; and
- 5.49.2.11. Other matters relating to services as determined by the Bureau.
- 5.49.3. In addition to monitoring, the performance of CONTRACTOR may be compared to the performance of the State in operating like facilities.

CONTRACTOR shall supply all data necessary to conduct such evaluations excluding any data protected by law. In evaluating CONTRACTOR's performance, the Bureau shall consider the specific areas identified above. The information provided shall be in either hard copy or in an electronic copy compatible with the Department's systems.

- 5.49.4. **Self-Monitoring:** CONTRACTOR shall continually conduct self-monitoring utilizing a comprehensive self-monitoring plan providing for both Facility-level self-monitoring and corporate-level self-monitoring. CONTRACTOR shall designate an employee as the staff member responsible for continuous self-monitoring of the Facility. CONTRACTOR shall provide access to all self-monitoring to the On-Site Contract Monitor.
- 5.50. SAFETY AND EMERGENCY PROCEDURES.** CONTRACTOR shall operate and maintain the Facility in accordance with applicable federal, State, and local laws and safety and fire codes; court orders; and ACA Standards.
- 5.51. FORMS:** Contractor shall use official FDC forms. A list of FDC forms is available on the FDC intranet.
- 5.52. RADIO SYSTEMS (LOCAL AND STATE LAW ENFORCEMENT RADIO SYSTEM):** CONTRACTOR shall ensure that all radio equipment and systems are licensed and maintained in accordance with the Federal Communications Commission regulations. Additionally, the CONTRACTOR shall repair and replace portable radios, mobiles, base stations, and repeaters in accordance with Section 4.8.
- 5.53. PRISON RAPE ELIMINATION ACT (PREA):** CONTRACTOR must comply with the Prison Rape Elimination Act of 2003, 42 U.S.C. 15602—15609, Public Law 108-79-September 4, 2003, and FDC rules, policies, and procedures. Further, CONTRACTOR must adopt and comply with United States Department of Justice Final Rule Prison and Jail Standards 28 C.F.R. Part 115. The standards can found at <http://prearesourcecenter.org/audit/adult-prisons-and-jails>.

## 6. EMPLOYEES

- 6.1. INDEPENDENT CONTRACTOR.** With respect to the performance of the services set out herein, CONTRACTOR is and shall continue to be an independent contractor and, subject to the terms of this Contract, shall have the sole right to manage, control, operate, and direct the performance of the details of its duties under this Contract. CONTRACTOR's agents and employees shall not accrue from the State, the Bureau, or the FDC any leave, retirement, insurance, bonding or any other benefit afforded to the employees of the State, the Bureau, or the FDC as a result of this Contract. CONTRACTOR, its agents, and employees shall not be considered agents or employees of the State, the Bureau, or the FDC.
- 6.2. SUBCONTRACTORS.** To subcontract any services to a subcontractor (other than those services identified as being subcontracted to a specific subcontractor in the Contractor's response to the RFP), the Contractor shall submit a written request to the Department's Contract Manager. The written request shall include, at a minimum, the following:

- 6.2.1. The name, address and additional information identifying the subcontractor;
- 6.2.2. Type of services to be performed by the subcontractor;
- 6.2.3. Time of performance for the identified service;
- 6.2.4. How the Contractor plans to monitor the subcontractor's performance of the identified services;
- 6.2.5. Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor has registered with (or, if an out-of-state company, obtained authorization form) the Florida Department of State to transact business in the State of Florida, unless exempt from such requirement. **For additional information, please visit the following website: [www.sunbiz.org](http://www.sunbiz.org);**
- 6.2.6. A copy of the written subcontract agreement; and
- 6.2.7. Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Department and that the subcontractor agrees to comply with all terms and conditions of the resulting Contract.

CONTRACTOR shall competitively procure all subcontracts with the intention to maximize competition and ensure the greatest savings possible for the state. CONTRACTOR must certify that all subcontractors have all licenses and/or have satisfied all legal requirements to provide the services under this contract. Also, CONTRACTOR shall certify that all subcontractors are approved by the Florida Department of State to transact business in the State of Florida. CONTRACTOR shall furnish to the Bureau's On-Site Contract Monitor copies of all subcontracts, without regard to amount of annual payments. Any arrangement by CONTRACTOR with an affiliate or member company to provide services to the Facility shall be subject to the subcontractor provisions of this Section. No contractual relationship shall exist between the Bureau and any subcontractor and the Bureau shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by CONTRACTOR. CONTRACTOR shall be responsible for the management of the subcontractor in the performance of their work. A subcontractor may not work directly with the Bureau in any manner and shall not be included in contract negotiations, renewals, audits or any other discussions except at the request of the Bureau.

It is the policy of the State that Minority Business Enterprises, Woman-Owned Business Enterprises, and Service-Disabled Veteran Business Enterprises (as those terms are defined by Florida Statutes), have the maximum practicable opportunity to participate in performing contracts let by any State agency. Contractor will carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient Contract performance by reasonably considering such business enterprises as Subcontractors for the Services. Contractor further agrees to comply with all controlling laws and regulations respecting the participation of such business enterprises in the provision of the Services and to reasonably cooperate in any studies or surveys as may be conducted by the State to determine the extent of Contractor's compliance with this section.

CONTRACTOR shall provide a quarterly report on the use of certified Minority Business Enterprises, Woman-Owned Business Enterprises, and Service-Disabled Veteran Business Enterprises. The report shall include the name of each used and

the amount spent. This report shall be submitted to the On-Site Contract Monitor on the following dates for the previous three (3) months: **January 15, April 15, July 15, and October 15.**

**6.3. PERSONNEL.** CONTRACTOR shall at all times provide sufficient trained staff to provide for and maintain the security, control, custody, and supervision of inmates of the Facility in compliance with applicable court orders, the ACA Standards, and this Contract. CONTRACTOR shall provide an organization chart to include all positions within the facility, indicating which positions are certified, critical complement and mission critical.

6.3.1. Contractor shall staff positions with qualified employees in accordance with the staffing pattern attached hereto as **Exhibit F**, Staffing Pattern, that clearly identifies Security Staffing Levels pursuant to FDC Procedure 602.030. Any modifications to the position requirements or the staffing pattern must be approved in writing by the Contract Manager and such modifications do not require a formal amendment to the Contract. All name changes shall be sent to the On-site Contract Monitor and noted on the Position Control Logs monthly. **Exhibit G**, Positions, Job Codes, and Salaries, includes all positions, job codes, and minimum and maximum salary for each position; and shall be used for imposing the vacancy deductions and must be updated regularly (however, all changes must be agreed to by the Bureau Chief in writing).

6.3.2 Sufficient security staff shall be employed at all times to assure that all positions identified as critical complement on **Exhibit F**, Staffing Pattern, are manned, at all times, for each shift, unless a departure from the staffing pattern has been approved in writing by the Contract Manager or as allowed by approved post order. The Contractor shall comply with the Security Staffing Levels set forth in FDC Procedure 602.030. Work Restrictions for officers in temporary employment authorization (TEA) status must be in compliance with the FDC Procedure 208.016. Contractor shall be required to fill critical complement positions by using overtime or other qualified staff members to ensure that the staffing levels do not decrease below the established critical complement. Contractor shall provide a finalized chart for each shift indicating critical complement and positions required to be filled. CONTRACTOR shall be required to provide a report daily from the timekeeping system for all security personnel. Contractor shall be required to provide a bi-weekly report to the On-Site Contract Monitor of the number of hours each certified officer and TEA worked during the pay period. The report shall also indicate which officers are considered part time.

6.3.3 Part-time correctional officers may be used if they are fully trained and licensed. The use of part-time correctional officers shall be limited to a maximum of thirty-two (32) hours per officer per week, for a total not to exceed one thousand four hundred forty (1,440) hours per week for the facility. The use of part-time staff in management positions is not permitted.



- 6.3.4 CONTRACTOR shall develop a plan to conduct monthly random drug testing of five percent (5%) of all certified staff, subject to Florida Statutes, Florida Administrative Code, and FDC policies and procedures. CONTRACTOR shall provide this plan to the On-Site Contract Monitor prior to the Service Commencement Date. Monthly reports must be submitted to the On-Site Contract Monitor. Each report shall indicate which officers were tested, date tested, the result, and how the random five percent (5%) sample was selected.
- 6.3.5 CONTRACTOR shall notify the Department, through the on-site Contract Monitor, when any employee shall be working at a location other than the facility. This includes extended time away from the facility to attend training, conferences, assisting with an emergency, etc. The Department may approve or deny such absence. If the absence is denied and the CONTRACTOR allows the employee to work at the alternate location, a vacancy deduction may be assessed during the time of the absence.
- 6.4. **TRAINING**. CONTRACTOR shall provide training programs in compliance with the ACA Standards; Chapter 943 and Section 957.05, F.S.; the Florida Department of Law Enforcement, Division of Training rules; and Rule Title 33, F.A.C. CONTRACTOR shall provide a monthly report detailing training provided to personnel. The training curriculum must be approved by an appropriate oversight governing body. The report shall include, but not be limited to, course title, the number of training hours, the employee's name and position, whether training is required, and the instructor's name and contact information.
- 6.5. **E-VERIFY**. The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

## 7. COMPENSATIONS AND ADJUSTMENTS

- 7.1. **MANAGEMENT PAYMENT**. Compensation shall be based on two (2) per diem rates: the first (1<sup>st</sup>) rate is based on ninety percent (90%) occupancy and the second rate is based on the number of inmates exceeding the ninety percent (90%) occupancy.
- 7.1.1. The Department shall compensate the CONTRACTOR at the following Per Diem Rates (inmate, per day) beginning on the Service Commencement Date:
- 7.1.1.1. **\$56.30** times the minimum occupancy of ninety percent (90%).
- 7.1.1.2. **\$7.36** for each inmate over the minimum occupancy rate of ninety percent (90%).
- 7.1.1.3. **\$51.41** blended Per Diem.
- 7.1.1.4. Minus monthly deductions for:
- 7.1.1.4.1. The Major Maintenance and Repair Reserve Fund set forth in Section 4.9, in the monthly amount of **\$16,417.00**.
- 7.1.1.4.2. The On-Site Contract Monitor set forth in Section 5.44, in the monthly amount of **\$5,666.75**. This monthly deduction will be based upon the amount necessary to reimburse the Bureau for the salary and expenses (to include coverage of employee benefits) of the On-Site Contract Monitor.
- 7.1.1.4.3. Any property/ad valorem taxes or payments in lieu of taxes (PILOT) that may become due on the Facility pursuant to judicial determination or legislative mandate.
- 7.1.1.4.4. Fees collected from the medical co-payment for each inmate-initiated, non-emergency visit to the health care provider as required by Section 945.6037, F.S.
- 7.1.1.4.5. The vacancies discussed in section 5.37.3.2. for academic and/or vocational classes.
- 7.1.2. Pursuant to section 957.08, F.S., CONTRACTOR is guaranteed an amount equal to ninety percent (90%) occupancy (eight hundred eighty-seven (887) inmates) times the ninety percent (90%) per diem rate subject to legislative appropriations. CONTRACTOR guarantee may be subject to the following: credits as set forth in Section 10.11; deductions due to position vacancies as set forth in Section 5.46; deductions due to program vacancies as set forth in Section 5.40; deductions for reimbursement of On-Site Contract Monitor, the maintenance reserve, property/ad valorem taxes and/or PILOT payments required to be paid by CONTRACTOR by judicial determination or legislative mandate, and fees collected from the medical co-payment, as set forth above, and the vacancies discussed in section 5.37.3.2; and any other deduction or charge permitted in this Contract.
- 7.1.3. Beginning upon the Services Commencement Date, subject to sufficient funding, Enhanced In-Prison and Post-Release Recidivism Reduction

Program shall be paid in accordance with the Contract, in an amount not to exceed the unexpended amount appropriated by the current fiscal year's General Appropriations Act (GAA). Enhanced In-Prison and Post-Release Recidivism Reduction Program invoices shall be paid monthly. Services are strictly paid as cost reimbursement. No funds shall be paid for services not provided. The appropriation for these services is non-recurring; Contractor has no right to assume that services will continue past the current year for which they have been appropriated funding.

**7.2. INVOICES.** The Contractor shall submit monthly invoices within ten (10) business days of the month end, in a format acceptable to the accounting department of the Florida Department of Corrections, to the attention of the Department's Contract Manager. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The invoice shall reflect the prison population for each day, midnight count, times the security per diem minus adjustments allowed in the Contract. The FDC shall verify the daily inmate population count. If there is a discrepancy between Contractor's and the FDC's count, the FDC's count shall be used in calculating the per diem payment. Invoices shall be adjusted as specified in the Contract. The Contractor shall submit invoices monthly. Enhanced In-Prison and Post-Release and POIWTF program services are strictly paid as cost reimbursement. No funds shall be paid for services not provided.

7.1.1. The Contractor must provide the On-Site Contract Monitor with any access necessary, as determined by the Department, and which at a minimum must include read-only access to the Contractor's system(s), to verify the amounts submitted for cost reimbursement.

7.1.2. Invoices shall be submitted to both:

7.1.2.1. Bureau Chief  
Bureau of Finance and Accounting  
Florida Department of Corrections  
4070 Esplanade Way  
Tallahassee, Florida 32399-2500

7.1.2.2. Bureau Chief  
Bureau of Private Prison Monitoring  
Florida Department of Management Services  
4050 Esplanade Way, Suite 335  
Tallahassee, Florida 32399-0950

7.1.3. Name and Address of Payee: The name and address of the contact person and official payee to whom the payment shall be made:

7.1.3.1. **Contact Person:**  
The CONTRACTOR .  
Phone: / Email:  
**Official Payee:**

7.1.3.2. If by wire, to:  
The CONTRACTOR.  
Tax ID #

ABA Routing #

Account #

7.1.3.3. If by check, to:  
The CONTRACTOR

Tax ID #

P

ABA #

7.1.3.4. Or make remittance by ACH to:  
The CONTRACTOR.

Tax ID #

Account #

**7.3. ADJUSTMENTS TO COMPENSATION.** The Bureau recognizes that CONTRACTOR has entered into this Contract based upon the Standards in effect as of the date the Contract became effective. If there are changes in the Standards or unforeseen circumstances which change the scope of services to be furnished pursuant to this Contract and increase or decrease the cost of managing the facility, CONTRACTOR shall provide the Bureau written notice and documentation supporting an adjustment to compensation. The Bureau shall review and not unreasonably deny the adjustment to compensation. The Bureau may adjust the total compensation paid CONTRACTOR so that CONTRACTOR may be paid compensation equal to the amount required to the change in CONTRACTOR`s cost managing the Facility because of the change in scope of services, retroactive to the effective date of such cost changes. Since requests for appropriated funds are based on costs as provided in CONTRACTOR`s proposal, any adjustment to compensation to cover changes in the Standards or unforeseen circumstances which changes the scope of services, shall be subject to adequacy of appropriated funds, sufficient to cover the compensation change. For the avoidance of doubt, in no circumstance will payment to CONTRACTOR cause the per diem paid to exceed the maximum allowed by Chapter 957, F.S.

**7.4. ADJUSTMENTS DUE TO PARTIAL PERFORMANCE.** The per diem payment set forth in 7.1 assumes the services required under the Contract are fully performed. If the services are not fully preformed, the Bureau shall be entitled to an adjustment to compensation, as set forth below, to be credited against the CONTRACTOR`s monthly invoice. The credits are reasonable approximation of the contract price allocation to those services. The credits will not be construed as a penalty on the Service Provider. For services to be performed on a constant or daily basis, the credits shall be due for each day the service was not fully performed. For services to be performed on a less regular basis (e.g. a monthly report), the credits shall be due for each time the service was not fully performed. These credits shall be due for each time the service was not fully performed. These credits shall be in addition to, and shall not constitute a waiver of, the Bureau`s right to pursue any remedies or other damages under Section 10 of this Contract. Prior to exercising its rights under this section, the Bureau shall communicate in writing to the CONTRACTOR the reasons why the credit is due and give CONTRACTOR at least twenty (20) days to correct the non-performance and submit a corrective action plan for avoiding future non-performances. This opportunity

to avoid the credit adjustment by correcting the non-performance and submitting a corrective action plan shall not apply to in the event of successive or repeated non-performances of the same nature. The credits depend on the "Service Area" in which the non-performance occurred, as follows:

- 7.4.1. Service Area One: **\$5,000.00** per Non-Performance Event. This service area consists of all services related to: Security, ACA Accreditation, Health Services, Use of Force, Escapes.
- 7.4.2. Service Area Two: **\$2,500.00** per Non-Performance Event. This service area consists of all services related to: Sanitation and Hygiene, Food Service, Mail, Religion, Access to Courts, Inmate Discipline, Grievance, Visitation, Records and Reports, Employee Qualifications and Training.
- 7.4.3. Service Area Three: **\$2,000.00** per Non-Performance Event. This service area consists of all services related to: Operating Standards, Maintenance, Repairs and Replacements, Inventory, Inmate Work, Academic and Vocational Training, Sentence Computation Data, Classification, Case Management, Commissary, Policy/Procedures/Post Orders, SEC Reporting, Inmate Bank Fund/Commissary/POIIWTF Account and Self-Monitoring.
- 7.4.4. Service Area Four: **\$1,500.00** per Non-Performance Event. This service area consists of all services related to: Laundry and Inmate Clothing, Telecommunications, Supplies/Perishables and Recreation.
- 7.5. SUPPLEMENTAL COMPENSATION.** In the event that, pursuant to Section 4.11, CONTRACTOR proposes to expand the capacity of the Facility and the Bureau approves such a proposal, then CONTRACTOR shall be eligible for supplemental compensation for any inmates housed in the Facility in excess of the original capacity. The per inmate per day rate of any such supplemental compensation shall be an amount mutually agreed upon by the Bureau and CONTRACTOR and shall not be greater than the maximum allowable pursuant to Section 957.07, F.S., and shall be subject to legislative appropriation.
- 7.6. APPROPRIATION CONTINGENCY.** The State's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature, pursuant to Section 287.0582, F.S., and the availability and sufficiency of such funds; the State is not obligated for any payments that exceed the amount of the current appropriation, pursuant to Section 957.04(1)(h) and (2)(d), F.S. CONTRACTOR's right to receive such payment hereunder is expressly preconditioned upon, the availability and sufficiency of funds legislatively appropriated to pay such compensation.

## **8. INDEMNIFICATION AND INSURANCE**

- 8.1. INDEMNIFICATION.** For purposes of this Section 8.1 and 8.1.1., "State" includes the Department and the FDC and their officers, agents, servants, contractors, and employees. CONTRACTOR hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of CONTRACTOR or otherwise, and to

all property caused by, resulting from, arising out of, or occurring in connection with any action of CONTRACTOR (including its officers, directors, employees, subcontractors, or agents) in performance of the duties of this Contract. If any claims for such damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon CONTRACTOR's (including its officers, directors, employees, subcontractors, or agents) active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the above parties, CONTRACTOR agrees to indemnify, defend, and hold harmless, the State from and against any and all such claims, and further from and against any and all loss, cost expense, liability, damage or injury, including legal fees and disbursements, that the State may directly or indirectly sustain, suffer, or incur as a result. CONTRACTOR agrees to and does hereby assume, on behalf of the State, the defense of any action at law or in equity which may be brought against the State arising by reason of such claims and to pay on behalf of the State, upon demand by the State, the amount of any judgment that may be entered against it, individually, jointly, or severally, in any such action.

8.1.1. As part of CONTRACTOR's assumption of all responsibility and liability for any and all damage or injury as detailed above, CONTRACTOR further agrees to hold harmless, defend, and indemnify the State for any loss, expense, recovery, or settlement, including counsel fees and costs of defense, which arise from any demand, claim (whether frivolous or not) or suit which may be asserted or brought against the State or CONTRACTOR as a result of any injury or damage to any person or persons (including death) or property (i) allegedly caused by, resulting from, arising out of, or occurring in connection with the furnishing of any goods, equipment or services or the performance or preparation for performance of any of the work or any duties of CONTRACTOR hereunder, or incidental or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to the site owner or any contractor or subcontractor under a contract for which the goods or services herein ordered are required, including, but not limited to, any claim based on liability without fault for injury caused by defective goods supplied by CONTRACTOR. CONTRACTOR also agrees to assume responsibility for, hold harmless, defend and/or indemnify the State for payment of any expenses, costs (including delay costs), direct and consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and costs of defense, which may be imposed or incurred (a) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person employed by CONTRACTOR, and (b) under any Federal, State, or local law, ordinance or regulation upon or with respect to discrimination in employment against any individual employed by CONTRACTOR on the basis of race, color, religion, sex, or national origin, and (c) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person for claims or civil actions alleging deprivation of right, privilege or

immunity secured by the United States Constitution and laws pursuant to 42 USC Section 1983 or similar statutes as well as claims for attorneys' fees brought pursuant to 42 USC Section 1988 or similar statutes.

- 8.2. LEGAL PROCEEDINGS.** CONTRACTOR shall not be responsible for defending any post-conviction action, including appeals and writs of habeas corpus by any inmate challenging the underlying judgment of conviction or the administration of the sentence imposed.
- 8.3. INSURANCE.** CONTRACTOR is responsible for obtaining and maintaining adequate insurance coverage as required herein. CONTRACTOR shall obtain and provide proof of general liability insurance coverage (broad form coverage) which shall specifically include fire, and legal liability in an amount not less than **\$2.0 million** for each occurrence with a yearly aggregate of at least **\$10.0 million**, and civil rights claims in an amount not less than **\$2.0 million** for each occurrence with a yearly aggregate of at least **\$5.0 million**. The State and its agencies shall be included as additional insureds under the policy of general liability insurance coverage issued to CONTRACTOR. Coverage for civil rights liability may be issued under a separate policy but shall also include the State and its agencies as additional insureds. Vehicle liability coverage for all vehicles used by CONTRACTOR shall be provided in an amount of not less than **\$2.0 million** per occurrence. Coverage shall also specifically be provided to protect against employee dishonesty in an amount of not less than **\$50,000.00**.
- 8.3.1. CONTRACTOR shall obtain and provide proof of workers' compensation insurance coverage (including employer liability) in the amount and manner required by Florida law for all employees of CONTRACTOR.
- 8.3.2. CONTRACTOR shall obtain and/or provide proof of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all professional services to be provided by CONTRACTOR to the State under this Contract. The amount of coverage obtained shall be **\$2.0 million** per occurrence with a **\$5.0 million** yearly aggregate. If occurrence coverage is not available, claims-made coverage with three (3) year tail coverage shall be provided for the same amounts and aggregate as detailed above.
- 8.3.3. CONTRACTOR shall obtain and provide proof of contractual liability insurance coverage to cover all liability assumed by CONTRACTOR under this Contract and for which CONTRACTOR may be liable to the State under the indemnification provisions of this Contract (intermediate form coverage). Such coverage may be provided by separate coverage or as an additional endorsement to a general liability policy but shall be in the same amounts and limits of coverage as that required for general liability coverage.
- 8.3.4. CONTRACTOR shall obtain and provide proof of boiler and machinery coverage ("comprehensive" coverage) in the amounts of **\$1.0 million** per occurrence to cover all loss arising from the operation of boilers and machinery including loss to other property and losses due to business interruption.

- 8.3.5. CONTRACTOR shall obtain and provide proof of premises liability insurance (which should be included in any general liability coverage) and property coverage (fire and extended coverage) for the full value of the buildings, structures or other facilities operated by CONTRACTOR and its subcontractors and all movable contents which value can never be less than the then remaining balance owed under the Lease Purchase Agreement (which at the time of Contract execution is approximately **\$35,396,772.00**). The State and its respective agencies shall be included as additional insureds under this policy.
- 8.3.6. CONTRACTOR shall obtain and maintain environmental impairment liability coverage for liability resulting from sudden, accidental or gradual pollution arising from operations conducted by the insured, covering damage for bodily injury and property damage in the amount of **\$1.0 million** per occurrence and **\$2.0 million** yearly aggregate limit. The State and its respective agencies shall be included as additional insureds under this policy.
- 8.3.7. All insurance coverage shall be obtained by CONTRACTOR through an insurance agent licensed in the State of Florida and such coverage shall be provided by an insurance company licensed to issue such coverage in the State of Florida. No "self-insurance" coverage shall be acceptable unless CONTRACTOR is licensed or authorized to self-insure for a particular coverage in the State of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in Florida. All policies shall include a provision requiring at least thirty (30) days prior written notice of cancellation to the State.
- 8.3.8. All insurance coverage required to be obtained by CONTRACTOR shall continue in full force and effect during the term of the Contract. Contractor must provide proof of insurance policies to the Department prior to the Service Commencement Date.
- 8.3.9. All insurance coverage is to be provided by insurance carriers admitted to do business in Florida and coverage issued by surplus lines companies shall not be acceptable with the exception of civil rights liability coverage. All insurance carriers shall be, at the minimum, rated "A VII" by A.M. Best or an equivalent rating by a similar insurance rating service.
- 8.3.10. CONTRACTOR may choose the amount of deductible for any of the insurance coverage required above to be obtained by CONTRACTOR, but in no event shall such deductible for each occurrence exceed three (3) percent of the required yearly aggregate limit of coverage.
- 8.3.11. CONTRACTOR is responsible for first (1<sup>st</sup>) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- 8.3.12. The limits required herein are the minimum acceptable. However, these limits are not to be construed as being the maximum CONTRACTOR may wish to purchase for its own benefit.



- 8.3.13. As respects to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.
- 8.4. CERTIFICATE OF INSURANCE AND CANCELLATION.** During the performance of the management services hereunder, CONTRACTOR shall maintain the plan of insurance and submit a Certificate of Insurance to the Bureau for the mutual protection and benefit of it and the Bureau, naming the Bureau as co-insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from CONTRACTOR's operation and management services hereunder, whether same be by CONTRACTOR or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Bureau shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change in the coverage. New Certificates of Insurance are to be provided to the Bureau at least fifteen (15) days after receipt by CONTRACTOR.
- 8.5. DEFENSE/IMMUNITY.** By entering into the Contract, neither the State, DMS, FDC nor CONTRACTOR waives any immunity defense which may be extended to them by operation of law including limitation of damages; excepting only that CONTRACTOR may not assert the defense of sovereign immunity.
- 8.6. NOTICE OF CLAIMS.** Within five (5) calendar days after receipt by the Department, or of any agent, employee or officer thereof of a summons in any action, or within five (5) calendar days of receipt by the Bureau or the Department, or of any agent, employee or officer thereof, of notice of claim, the Department or any agent, employee or officer, shall notify CONTRACTOR in writing of the commencement thereof. The notice requirement is intended to ensure that CONTRACTOR's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements may result in CONTRACTOR's refusal to indemnify the Department or any agent, employee or officer, but only if such failure to notify results in a prejudice to CONTRACTOR, the Department, or any agent, employee or officer. CONTRACTOR shall provide the Department similar notice of claims.
- 8.7. SETTLEMENTS.** If Contractor determines that it is appropriate to offer a settlement to an inmate, Contractor must provide the Bureau and FDC notice of such settlement at least seven (7) days prior to offering it to the inmate. The Bureau or FDC will review and provide notification to the Contractor if such settlement would adversely affect other interests of the Bureau or FDC, in which case the Contractor shall work cooperatively with the Bureau and FDC to determine a mutually agreeable settlement. CONTRACTOR shall provide a monthly report of all (not limited to only those involving inmates) pending and final settlements.
- 8.8. PRIOR OCCURRENCES.** CONTRACTOR shall not be responsible for any losses or costs resulting from inmate litigation pending at the effective date of this Contract or for lawsuits based on acts or omissions occurring prior to the effective date of the Contract. CONTRACTOR agrees to cooperate with the State in the defense of these suits. The Bureau recognizes that any settlement or judgment in such cases may lead to a request that the compensation be increased pursuant to Section 7.3.

- 8.9. WAIVER.** No waiver of any breach of any of the terms or conditions of the Contract shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

## **9. CERTAIN PROHIBITIONS**

- 9.1. PROHIBITIONS.** CONTRACTOR acknowledges the provisions of Section 957.06, F.S., which states that a contract entered into under this chapter does not authorize, allow, or imply a delegation of authority to CONTRACTOR to:
- 9.1.1. Choose the facility to which an inmate is initially assigned or subsequently transferred. CONTRACTOR may request, in writing, that an inmate be transferred to a facility operated by the FDC. The Bureau, CONTRACTOR, and a representative of the FDC shall develop and implement, maintain, and comply with the Transfer Agreement for transferring inmates between a correctional facility operated by the FDC and a privately operated correctional facility.
  - 9.1.2. Develop or adopt disciplinary rules or penalties that differ from the disciplinary rules and penalties that apply to inmates housed in correctional facilities operated by the FDC.
  - 9.1.3. Make a final determination on a disciplinary action that affects the liberty of an inmate. CONTRACTOR may remove an inmate from the general prison population during an emergency, before final resolution of a disciplinary hearing, or in response to an inmate's request for assigned housing in protective custody.
  - 9.1.4. Make a decision that affects the sentence imposed upon or the time served by an inmate, including a decision to award, deny, or forfeit gain-time.
  - 9.1.5. Make recommendations to the Parole Commission with respect to the denial or granting of parole, control release, conditional release, or conditional medical release. However, CONTRACTOR may submit written reports to the Parole Commission and must respond to a written request by the Parole Commission for information.
  - 9.1.6. Develop and implement requirements that inmates engage in any type of work, except to the extent that those requirements are accepted by the Bureau.
  - 9.1.7. Determine inmate eligibility for any form of conditional, temporary, or permanent release from a correctional facility.

## **10. DEFAULT AND TERMINATION PROVISIONS**

- 10.1. BUREAU BREACH.** Each of the following shall constitute a Breach of Contract on the part of the Bureau:

- 10.1.1. After appropriation of adequate funds by the State, failure by the Bureau to make payments to CONTRACTOR under the guidelines of Section 215.422, F.S.
- 10.1.2. The persistent or repeated failure or refusal by the Bureau to substantially fulfill any of its obligations under this Contract; unless: such failure or refusal is caused by a Force Majeure event or is otherwise excused under this Contract; such failure or refusal is permitted by agreement; or, such failure or refusal is warranted by CONTRACTOR`s default.

**10.2. CONTRACTOR BREACH.** Each of the following shall constitute a Breach of Contract on the part of CONTRACTOR:

- 10.2.1. A material failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by CONTRACTOR hereunder, which such failure continues for a period of twenty (20) days, or such longer time as may be granted pursuant to Section 10.4, after CONTRACTOR has written notice thereof;
- 10.2.2. A material failure to meet or comply with any court order, ACA Standards, or federal or state requirement of law, which such failure continues for a period of twenty (20) days after CONTRACTOR has written notice thereof;
- 10.2.3. A failure to maintain ACA accreditation in accordance with Section 5.21;
- 10.2.4. CONTRACTOR shall (i) admit in writing its inability to pay its debts; (ii) make a general assignment for the benefit of creditors; (iii) suffer a decree or order appointing a receiver or trustee for all or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days; (iv) suffer proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days; or (v) suffer any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) days after issue or levy; or
- 10.2.5. Any other action by CONTRACTOR which would be considered a breach of this Contract at common law.

**10.3. NOTICE OF BREACH.** Except for the Bureau`s obligations to make payments to CONTRACTOR (for which notice of non-payment shall not be required), no breach of this Contract on the part of either party shall constitute an Event of Default and no action with regard to same may be instituted unless and until the party asserting a breach specifies, in writing to the party against whom the breach is asserted, that a breach or breaches exist(s) which, unless corrected or cured within a time period specified in the notice, shall constitute a material breach of the Contract on the part of the party against which a breach is asserted.

**10.4. TIME TO CURE.** In the event of a Breach of Contract of the type specified in Section 10.2.1 or .2 occurs and CONTRACTOR reasonably believes that such Breach of Contract cannot be cured within the twenty (20) days allowed to cure such Breach of

Contract in Section 10.2.1 or .2, as the case may be, and that such Breach of Contract can be cured, through a diligent, on-going, and conscientious effort on the part of CONTRACTOR, within a reasonable period not to exceed a total of forty-five (45) days, unless extended by the Bureau, then CONTRACTOR may, within the twenty (20) day cure period, submit a plan for curing the Breach of Contract to the Bureau Chief. Such plan shall show in detail by what means CONTRACTOR proposes to cure the Breach of Contract. Upon receipt of any such plan for curing a Breach of Contract, the Bureau shall promptly review such plan and, at its discretion, may allow, or disallow, CONTRACTOR to pursue such plan for curing the Breach of Contract.

- 10.5. REMEDY OF THE BUREAU.** Upon the occurrence of a Breach of Contract by CONTRACTOR, the Bureau Chief shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (i) reducing its claim to a judgment and seeking all damages for such breach; (ii) taking action to cure the Breach of Contract, in which case the Bureau Chief may offset against any payments owed to CONTRACTOR all reasonable costs incurred by the Bureau in connection with its efforts to cure such Breach of Contract; (iii) in the event CONTRACTOR is not terminated, assessment of credits as set forth in Section 10.11; and (iv) termination and removal of CONTRACTOR as the operator of the Facility and the offsetting against any payments owed to CONTRACTOR by the Bureau of all reasonable costs incurred by the Bureau to cure the Breach of Contract, including attorneys' fee. In the event of a termination of this Contract due to a Breach of Contract under Section 10.2, the Bureau shall have no further obligations to CONTRACTOR after CONTRACTOR's removal; CONTRACTOR agrees to comply with Sections 10.9 and 12.6 with respect to the transition to new management. In the event of any remedy pursuant to this Section 10.5, CONTRACTOR shall have the right to appeal to the Bureau, and during any such appeal, the remedies pursuant to this paragraph shall be tolled.
- 10.6. REMEDY OF THE CONTRACTOR.** Upon a Breach of Contract by the Bureau, CONTRACTOR's sole remedy shall be to terminate this Contract. Upon such termination, CONTRACTOR shall be entitled to receive from the Bureau payment for all services satisfactorily furnished under this Contract up to and including the date of termination.
- 10.7. FORCE MAJEURE.** See section 24 of the PUR 1000.
- 10.8. TERMINATION FOR NON-APPROPRIATION.** See section 45 of the PUR 1000. In the event funds for compensation pursuant to the Contract become unavailable due to non-appropriation, the Bureau shall have the right to terminate this Contract without penalty.
- 10.9. CONTRACT TERMINATION AND CONTROL OF A CORRECTIONAL FACILITY BY THE FDC.** A detailed plan must be provided by CONTRACTOR under which the FDC shall assume control of the Facility upon termination of the Contract. The Bureau may terminate the Contract with cause after written notice of as required above. If any event occurs that involves the noncompliance with or violation of Contract terms and that presents a serious threat to the safety, health, or security of inmates, employees, or the public, the Bureau shall request that the FDC temporarily assume control of the Facility. A plan must also be provided by CONTRACTOR for the purchase and

assumption of operations of the Facility by the FDC in the event of bankruptcy or the financial insolvency of CONTRACTOR. CONTRACTOR must provide an emergency plan to address inmate disturbances, employee work stoppages, strikes, or other serious events in accordance with the ACA Standards.

**10.10. TERMINATION FOR CONVENIENCE.** The Bureau may terminate this Contract for convenience by giving CONTRACTOR written notice, ninety (90) days prior to the termination effective date.

**10.11. IMMEDIATE COMPLIANCE.**

10.11.1. Notwithstanding anything in the Contract to the contrary, if the Secretary of the Department reasonably determines that CONTRACTOR's noncompliance with a term of condition of the Contract may adversely affect the security of the Facility or present a hazard to the safety or health of inmate or other individuals, CONTRACTOR shall be notified and directed to immediately correct non-compliance.

10.11.1.1. Upon receipt of such notice, CONTRACTOR shall immediately advise the Department of a proposed corrective action, CONTRACTOR shall immediately implement said corrective action. If the Department rejects the proposed corrective of if CONTRACTOR fails to advise the Department immediately of its proposed corrective action, the Department shall specify the corrective action that CONTRACTOR must immediately implement.

10.11.1.2. In the event CONTRACTOR disagrees with the Department's determination of non-compliance or designated corrective action, a request for reconsideration may be submitted in writing to the Department. In no event shall the corrective action be delayed pending appeal.

## **11. ON-SITE CONTRACT MONITOR**

**11.1. ON-SITE CONTRACT MONITOR.** The On-Site Contract Monitor or the Bureau designee shall be the official liaison between the Bureau and CONTRACTOR. All official communications shall take place between the On-Site Contract Monitor and CONTRACTOR, unless the Bureau directs otherwise. All other communication between the Bureau's employees and CONTRACTOR shall be managed according to policies adopted by both parties.

**11.2. THE ON-SITE CONTRACT MONITOR'S USE OF FACILITY SPACE.** CONTRACTOR shall make workspace available at the Facility to the On-Site Contract Monitor. On-Site Contract Monitor workspace must be approved by the Bureau Chief.

**11.3. ON-SITE CONTRACT MONITOR TECHNOLOGY REQUIREMENTS:** CONTRACTOR shall provide a smart phone with access to email and access to view the facility's camera system from the desktop computer and remote access. The desktop computer shall include access to the internet with a dedicated quality of

service of least one and one half (1.5) megabytes up and down, compatibility with the most current Microsoft software and access to a scanner.

- 11.4. NOTIFICATION OF TOURS AND OFFICIAL VISITS.** CONTRACTOR shall notify the On-Site Contract Monitor promptly of, and prior to, all tours and official visits. Notification should be provided as soon as a tour or official visit is scheduled or upon entrance of an unannounced tour or official visit. The On-Site Contract Monitor shall be notified by email and telephone.

## **12. MISCELLANEOUS PROVISIONS**

- 12.1. OPERATIONAL PLAN REQUIREMENTS.** As a condition precedent to commencement of services hereunder and, prior to the Services Commencement Date, CONTRACTOR shall provide the Bureau, for the Bureau's written approval, an Operational Plan that covers the full range of Facility operations, including, but not limited to, the following:

- 12.1.1. A policy and operations manual which shall cover the full range of Facility operations including, but not limited to, a policy and operations manual that incorporates all FDC rules, policy and procedures and HSB which shall cover:
- 12.1.1.1. All aspects of Facility operations that affect the quality of life of the inmates, employees, and visitors. The following items should be considered when evaluating quality of life within the facility: inmate recreation program; recreation facilities; food quality, inmate food service standards; medical care; sanitation and hygiene practices; inmate exercise; access to mail, telephone and visitation; staff working conditions; and inmate work assignments;
  - 12.1.1.2. Procedures that shall be utilized to facilitate monitoring of the Facility by CONTRACTOR's Authorized Representative or the Authorized Representative's designees on an annual basis;
  - 12.1.1.3. Continuous self-monitoring by Facility staff. The On-Site Contract Monitor shall be given written copies of self-monitoring reports monthly. It is CONTRACTOR's responsibility to develop the corresponding procedures and forms, and document self-monitoring activities under the contract;
  - 12.1.1.4. Procedures for assumption of operations by the Bureau or the FDC in the event of CONTRACTOR's bankruptcy or inability to perform its duties hereunder;
  - 12.1.1.5. An emergency procedures/security manual for confidential use by staff supervisors employed by CONTRACTOR.
  - 12.1.1.6. Post orders for all Facility security staff positions. All post orders must be submitted and approved by the Contract Manager. Post Orders shall be reviewed yearly by CONTRACTOR. Documentation of this review and any prospective changes to the post orders shall be submitted to the On-Site Contract Monitor

who shall forward the documentation for review and approval in writing to the Contract Manager;

12.1.1.7. Job descriptions for each position, including salary range, education and experience requirements, descriptions of job duties, and full-time or part-time designation. All job descriptions must be submitted and approved by the Contract Manager. Job descriptions shall be reviewed yearly by CONTRACTOR. Documentation of this review and any prospective changes to the job description shall be submitted to the On-Site Contract Monitor for review and approval in writing by the Contract Manager. Revisions must be approved prior to implementation. All job announcements must be accompanied with the corresponding job description approved by the Contract Manager.

12.1.1.8. Finalized building schedule for each building shall be submitted to the On-Site Contract Monitor. All schedules shall be reviewed at least annually by Contractor. Documentation of this review and any prospective changes must be submitted and approved by the Contract Manager prior to implementation of the change.

Note: The Operational Plan provided must meet or exceed the level of service described in the Operational Plan that was submitted in the Contractor's response to the RFP.

12.1.2. CONTRACTOR shall notify the Bureau in writing of desired changes in, or additions to, the Operational Plan regarding CONTRACTOR's policies and procedures, emergency procedures/security manual, post orders, and job descriptions. No such changes shall be implemented prior to CONTRACTOR's receipt of written approval from the Contract Manager. A material breach of the operational plan shall be regarded as a Breach of this Contract.

**12.2. BOOKS AND RECORDS.** CONTRACTOR shall keep, at the Facility, proper and complete, books, records, and accounts with respect to the Facility and all subcontractors thereof; and shall permit the On-Site Contract Monitor and the Bureau or its designees to inspect the same at all reasonable times, and to make and take away copies thereof, pursuant to Chapter 119, F.S. If there is trade secret information that CONTRACTOR does not want disclosed during a public records request, it is CONTRACTOR's responsibility to provide an additional copy of the information with the trade secret information redacted. This section will be deemed to cover all records, papers, and documents specified in section 216.1336, Florida Statutes, and the Contractor shall provide such records, papers, and documents requested within ten (10) business days after the request is made.

**12.3. MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS.** CONTRACTOR shall at all times maintain its corporate existence and authority to transact business and good standing in its jurisdiction of incorporation and the State of Florida. CONTRACTOR shall maintain all licenses, permits, and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on

CONTRACTOR's ability to perform its obligations under this Contract. CONTRACTOR shall provide this information to the Bureau, the On-Site Contract Monitor, or other authorized personnel as requested.

**12.4. TRANSITION.** Upon the termination of this Contract, CONTRACTOR agrees to work with the Bureau and/or the FDC (under the Bureau's and/or the FDC's management supervision), in accordance with Section 10.9, for a period of six (6) months to ensure an orderly and efficient transition from CONTRACTOR's management to the Bureau and/or the FDC management (or management by a third party) of the Facility. During this transition period, CONTRACTOR shall transfer all necessary records, files and documents for the operation of the Facility, including but not limited to inmate records, maintenance records, and personnel files.

**12.5. TAXES, LIENS, AND ASSESSMENTS.** CONTRACTOR shall: (i) pay, or make provision for payment of, all lawful taxes and assessments levied or assessed by the federal, state or any local government on the Facility or any machinery, equipment or other property installed or located on the Facility by CONTRACTOR therein or thereon, or upon the Florida Correctional Finance Corporation with respect to the Facility or any part thereof, including any taxes levied upon or with respect to the income or revenues of the Florida Correctional Finance Corporation from the Facility, or upon any payments pursuant to the Lease Purchase Agreement; (ii) not create or suffer to be created any lien or charge upon the Facility or any part thereof; (iii) pay or cause to be discharged or make adequate provision to satisfy and discharge, within sixty (60) days after the same shall come into force, any lien or charge upon the Facility or any part thereof and all lawful claims or demand for labor, materials, supplies or other charges which, if unpaid, might be or become a lien upon the Facility or any part thereof, except permitted encumbrances, as defined in the Lease Purchase Agreement with respect to the Facility entered into by and between the Bureau and the Florida Correctional Finance Corporation; and (iv) pay all utility charges, including "service charges", incurred or imposed with respect to the Facility.

12.5.1. The parties hereto acknowledge that the housing of state prisoners is a governmental function, albeit a function that can be contracted for with a private business. In addition, the parties hereto acknowledge that the use of a Lease Purchase Agreement utilizing tax-exempt financing for the construction of the Facility does not alter the nature of the use of the Facility. To that end, in the event that a local jurisdiction attempts to assess ad valorem taxes on the Facility, CONTRACTOR agrees to provide any necessary assistance, support, and expenditure of legal resources (including a pro rata share of all attorneys' fees and costs) in order to fully participate in and support any efforts by the State to defend the sovereign immunity from such taxation enjoyed by the Facility as State property, pursuant to *Barnett v. Department of Management Services*, 931 So. 2d 121 (Fla. 1st DCA 2006). In such effort by the State, DMS shall pay fifty percent (50%) of all such attorneys' fees and costs. CONTRACTOR agrees to pay a pro rata share of the remaining fifty percent (50%) of attorneys' fees and costs, based on the



proportion of the private prison facilities CONTRACTOR operates under contract with DMS to all private prison facilities under contract with DMS.

- 12.5.2. In the event that either a judicial determination or a State legislative mandate explicitly subjects the Facility to ad valorem taxation or requires PILOT, the amount of any such annual ad valorem tax or PILOT payment shall be deducted on a pro-rated monthly basis from CONTRACTOR's monthly compensation.
- 12.5.3. The Contractor shall comply with Internal Revenue Code Section 6041 or any other applicable federal, state, or local tax reporting requirements for any payments or vouchers provided to inmates in the Enhanced In-Prison and Post-Release Recidivism Reduction Program.
- 12.6. COPIES OF TAX DOCUMENTS.** No later than the effective date of the Contract and on an on-going basis, CONTRACTOR shall timely provide to the Bureau copies of tax receipts or other appropriate documentation indicating CONTRACTOR's payments to the taxing authorities to indicate compliance with Section 12.7.
- 12.7. REIMBURSABLE EXPENSES.** In the event that CONTRACTOR fails to comply with Sections 12.3 and 12.8, CONTRACTOR shall pay actual expenses for the Bureau to employ an agent or for a Bureau employee to visit the offices of CONTRACTOR or the CONTRACTOR's parent corporation to make and take away copies of the documents necessary to comply with Sections 12.3 and 12.8.
- 12.8. INVALIDITY AND SEVERABILITY.** Should a court determine any provision of the Contract is invalid, such provision shall be severed and the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.
- 12.9. COUNTERPARTS.** This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.
- 12.10. INTERPRETATION.** The headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.
- 12.11. VENUE.** The sole and exclusive venue of any legal action relating to performance under this Contract shall be the state court in Leon County, Florida; in any such action, Florida law shall apply. This subsection shall survive termination of this Contract.
- 12.12. MODIFICATION.** This Contract contains all the terms and conditions agreed upon by the Parties, which shall govern all transactions under the Contract. The Contract may only be modified by written agreement between the Department and the Contractor.
- 12.13. THIRD PARTY RIGHTS.** The provisions of this Contract are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person.
- 12.14. BINDING NATURE.** This Contract shall not be binding upon the parties until it is approved and executed by both parties.
- 12.15. INTERPRETATION.** This Contract shall not be interpreted or construed against the drafting party.

**12.16. PROHIBITION AGAINST ASSIGNMENT.** The Bureau has entered into this Contract with CONTRACTOR based on, among other considerations, its assessment of the qualifications, experience, and management personnel necessary to carry out the terms of the Contract and the organizational structure CONTRACTOR has caused to be created. Consequently, there shall be no assignment or transfer of the interest of CONTRACTOR, whether in whole or in part, absent the prior written consent of the Bureau. Further, CONTRACTOR shall notify the Bureau in writing as soon as is practical following (a) a merger with or an acquisition by any corporation, partnership, person, or other entity; (b) the acquisition by or purchase of more than ten percent (10%) of the outstanding shares of CONTRACTOR by any corporation, partnership, person, or other entity; and (c) a change in the senior management of CONTRACTOR, senior management including its President, Chief Executive Officer, and the membership of its Board of Directors. If, in the reasonable judgment of the Bureau, any such event is determined to be likely to have a material and adverse effect on the ability of CONTRACTOR to fully comply with all of the terms and conditions of this Contract, the Bureau reserves the right to terminate the Contract without liability or penalty to the Bureau.

**12.17. PUBLIC RECORDS.**

- 12.17.1. Access to Public Records: The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this Contract by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract.
- 12.17.2. Redacted Copies of Confidential Information: If the Contractor considers any portion of any documents, papers, letters, or other material submitted to the Department to be Confidential Information (which is defined as “information exempt from the disclosure requirements of section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.”), the Contractor must simultaneously provide the Department with a separate copy of the material, redacting the portions it claims as Confidential Information and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number and, the Contractor shall mark the unredacted copy as “Unredacted- Contains Confidential Information.” The redacted copy should only redact those portions of material that the Contractor claims are Confidential Information
- 12.17.3. Request for Redacted Information: In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents, papers, letters, or other material marked as “Confidential Information” is responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor’s responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for

discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential Information" (unless otherwise prohibited by applicable law). The Contractor shall be responsible for taking appropriate legal action to defend its determination that the information redacted is Confidential Information

12.17.4. Indemnification: The Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its documents, papers, letters, or other material are Confidential Information. If the Contractor fails to submit a redacted copy of information it claims is Confidential Information, the Department is authorized to produce the entire documents, papers, letters, or other material submitted to the Department in answer to a public records request or other lawful request for these records.

12.17.5. Contractor as Agent: Solely for the purposes of this section, the Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, F.S., the Contractor shall:

12.17.5.1. Keep and maintain public records required by the public agency to perform the service.

12.17.5.2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

12.17.5.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

12.17.5.4. Upon completion of the Contract, transfer, at no cost to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**12.17.5.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT.**

**12.18. NOTICES.** All notices shall be sent certified mail; return receipt requested to:

12.18.1. Bureau:

Chief, Bureau of Private Prison Monitoring  
Florida Department of Management Services  
4050 Esplanade Way  
Tallahassee, Florida 32399-0950

12.18.2. CONTRACTOR:

500 N. Marketplace Drive  
Centerville, Utah 84014

**12.19. SCRUTINIZED COMPANIES—TERMINATION BY THE DEPARTMENT.** The Department may, at its option, terminate the Contract if the Contractor is found to have: 1) submitted a false certification as provided under section 287.135(5), F.S.; 2) been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; 3) been engaged in business operations in Cuba or Syria; 4) been placed on the Scrutinized Companies that Boycott Israel List; or 5) been engaged in a boycott of Israel.

**12.20. COOPERATION WITH THE INSPECTOR GENERAL.** Pursuant to subsection 20.055(5), Florida Statutes, the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract.

**12.21. LOBBYING.** Funds provided under this Contract shall not be used to violate the provisions of Sections 11.062 and 216.347, F.S. Pursuant to Section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

**12.22. SECTION 508 COMPLIANCE.** Pursuant to section 282.601(1), F.S., the Contractor will comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section

282.601(1), F.S., states that “state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after **July 1, 2006**, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities.”

**12.23. CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST.** Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons or entities placed on the convicted vendor list or the discriminatory vendor list:

12.23.1. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

12.23.2. Discriminatory Vendors. An entity or affiliate that has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

12.23.3. The Contractor shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

**12.24. SPECIFIC APPROPRIATION.** In accordance with section 216.313, F.S., the specific appropriation from which the state will make payments during the 2020-2021 fiscal year is line item 615L of the General Appropriations Act.

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IN WITNESS WHEREOF, in order to be legally bound, the parties have caused their authorized representative to execute this Contract as of the date set forth above and below.

**STATE OF FLORIDA, DEPARTMENT OF  
MANAGEMENT SERVICES**

**MANAGEMENT & TRAINING  
CORPORATION**

DocuSigned by:

*J. Todd Inman*

Signature

DocuSigned by:

*Scott Marquardt*

Signature

J. Todd Inman

Print Name

Scott Marquardt

Print Name

Secretary, Florida Department of Management Services

Title

President

Title

7/1/2021 | 2:44 PM EDT

Date

7/1/2021 | 1:22 PM CDT

Date

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