

CONTRACT NUMBER: DMS 09/10-054

AUGUST 1, 2010 – JULY 30, 2013

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OPERATIONS AND MANAGEMENT SERVICE  
CONTRACT

MOORE HAVEN  
CORRECTIONAL FACILITY

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985-Bed Adult Male Medium/Minimum/Community Security

CORRECTIONS CORPORATION OF AMERICA  
10 BURTON HILLS BOULEVARD  
NASHVILLE, TENNESSEE 37215

REDACTED COPY

**OPERATIONS AND MANAGEMENT SERVICE CONTRACT  
MOORE HAVEN CORRECTIONAL FACILITY**

This Contract is made and entered into on this 30th day of April, 2010, by and between THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES, BUREAU OF PRIVATE PRISON MONITORING ("Department") and CORRECTIONS CORPORATION OF AMERICA ("CONTRACTOR").

**WITNESSETH:**

Whereas, the Department is authorized under Chapter 957, Florida Statutes, to enter into a contract with a private entity for the operation, maintenance, and management of a secure correctional facility; and

Whereas, an Invitation to Negotiate #DMS 09/10-017 ("ITN") was issued on November 2, 2009 by the Department in order to select a contractor to operate, maintain and manage a 985-bed medium/minimum/community security level correctional facility located in Glades County, Florida.

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

**1. 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:** The Standards for Adult Correctional Institutions (Fourth Edition, 2003) published by ACA (as heretofore supplemented and as same may be modified, updated, or supplemented in the future).
- 1.3. **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 Department 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 Department, the Bureau Chief is hereby designated as its Authorized Representative. At any time, either party may designate any 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 Department 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.

- 1.4. **BREACH OF CONTRACT:** Any of the events or circumstances described in Section 10.
- 1.5. **BUREAU:** The Florida Department of Management Services, Bureau of Private Prison Monitoring.
- 1.6. **BUREAU CHIEF:** The Bureau Chief of the Florida Department of Management Services, Bureau of Private Prison Monitoring.
- 1.7. **CONTRACT:** This Contract, together with all attachments, exhibits, amendments, and modifications entered into between the Department and CONTRACTOR.
- 1.8. **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 Lori Anderson, 4050 Esplanade Way, Suite 280, 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.
- 1.9. **CONTRACT DOCUMENTS:** means this Contract, the Exhibits, the ITN, and Tab C of CONTRACTOR's response to the ITN, including all appendices and attachments relating to Tab C (attached as Exhibit H), all of which documents are incorporated by reference as if fully set forth herein. Among the Contract Documents, the following order of authority shall apply: (i) this Contract with its Exhibits; (ii) the ITN; and (iii) the CONTRACTOR'S response to the ITN.
- 1.10. **CONTRACT MANAGER:** The Department employee who is primarily responsible for management and oversight of the Contract and evaluation of CONTRACTOR's performance of its duties and obligations pursuant to the terms of the Contract. The Contract Manager is currently the Bureau Chief. 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.
- 1.11. **CONTRACTOR:** The firm awarded this Contract to operate and manage the Facility. The CONTRACTOR for this Contract is CORRECTIONS CORPORATION OF AMERICA. 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.
- 1.12. **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.
- 1.13. **DAY:** A calendar day.
- 1.14. **DC:** The Florida Department of Corrections.

- 1.15. **DEPARTMENT OR DMS:** The Florida Department of Management Services.
- 1.16. **EFFECTIVE DATE:** The date this Contract is made and entered as set forth at the beginning of this Contract. The parties will use the time between the Effective Date and the Service Commencement Date in accordance with Section 3.
- 1.17. **FACILITY:** The 985-bed medium/minimum/community custody secure correctional facility located in Glades County, Florida, and designed and constructed for the detention of adult male, minimum/medium/community custody inmates. Further expansion of this Facility may be authorized by the Department. In the event further expansion of the Facility occurs, per diem and other adjustments will be made upon mutual agreement of the parties.
- 1.18. **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.
- 1.19. **INMATE:** Any person assigned by DC to be housed at the Facility.
- 1.20. **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.
- 1.21. **ITN:** The "Invitation to Negotiate" referenced in the Whereas clause above, together with any attachments or amendments.
- 1.22. **LEASED FURNISHINGS AND EQUIPMENT:** The items of personal property as described in Section 4.2 leased to the Department pursuant to the terms and provisions of the Lease Purchase Agreement.
- 1.23. **LEASE PURCHASE AGREEMENT:** the Amended and Restated Lease Agreement between the Department and the Florida Correctional Finance Corporation dated November 13, 2001 referenced in Section 11.5 with Option to Purchase funding mechanism employed to fund the Facility.
- 1.24. **ON-SITE CONTRACT MONITOR:** The employee or employees of the Department designated to monitor the operation of the Facility for contract compliance and to coordinate actions and communications between the DMS and CONTRACTOR.
- 1.25. **OSHA:** The Occupational Safety & Health Administration.
- 1.26. **PER DIEM RATE:** The cost charged per inmate, per inmate day for the delivery of operation and management services at the Facility.
- 1.27. **PRIVATELY OPERATED INSTITUTION INMATE WELFARE TRUST FUND (POIIWTF):** A trust fund account maintained by DC that is required by Section 945.215, Florida Statutes, and into which the net proceeds derived from operating inmate canteens, vend-

ing machines used primarily by inmates, receipts from telephone commissions, and similar sources shall be deposited monthly.

- 1.28. **SEC:** The Securities and Exchange Commission
- 1.29. **SERVICE COMMENCEMENT DATE:** The date on which CONTRACTOR shall begin providing operations and management services at the Facility. The Service Commencement Date shall be 12:01 a.m. on August 1, 2010.
- 1.30. **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.
- 1.31. **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.
- 1.32. **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.
- 1.33. **TRANSFER AGREEMENT:** The Transfer Agreement between the Department, CONTRACTOR, and the Florida Department of Corrections (the DC) which establishes guidelines for transfer of inmates between the Facility and facilities operated by the DC.
- 1.34. **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

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; TRANSITION PERIOD; REPRESENTATIONS

- 3.1. **TERM.** This Contract shall commence at 12:01 a.m. on the Effective Date and terminate on July 31, 2013 (i.e., three years after the Service Commencement Date), unless terminated earlier pursuant to Section 10 of this Contract. Upon mutual agreement, the parties may renew the Contract, in whole or in part, for up to two (2) successive two- (2) year periods thereafter. Any renewal shall specify the renewal price, as set forth in Section 7.1. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 3.2. **COMMENCEMENT OF SERVICES.** CONTRACTOR'S obligation to provide services under this Contract, and the Department's obligation to pay for those services, shall begin on the Service Commencement Date.

- 3.3. **TRANSITION PERIOD.** If CONTRACTOR is not the same company that currently operates and maintains the Facility, the following provisions shall apply:
- 3.3.1. Within three (3) days of the Effective Date, CONTRACTOR shall meet with the Department and the current operator of the Facility (the "Incumbent Provider") to develop and implement a plan to ensure an orderly and efficient transition from the Incumbent Provider to CONTRACTOR. During this transition period, CONTRACTOR shall have access to all necessary records, files and documents for the operation of the Facility, including but not limited to inmate records, maintenance records, and personnel files.
- 3.3.2. CONTRACTOR shall interview and provide first choice of employment to those existing employees and subcontractors at the Facility who would otherwise be displaced by this Contract. CONTRACTOR shall provide regular reports to the Department, not less than weekly, on the status of such interviews and the transition in general. If CONTRACTOR elects to not hire a displaced employee, CONTRACTOR shall identify in the report the name of the employee and the reasons for the decision not to hire.
- 3.4. **REPRESENTATIONS OF THE DEPARTMENT.** The Department represents and warrants to and for the benefit of CONTRACTOR, with the intent that CONTRACTOR will rely thereon for purposes of entering into this Contract, as follows:
- 3.4.1. **Authorization.** This Contract has been duly authorized, executed, and delivered by the Department and, assuming due execution and delivery by the Department constitutes a legal, valid, and binding agreement enforceable against the Department in accordance with its terms, subject to Sections 3.4.3 and 10.9.1.
- 3.4.2. **Disclosure.** There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect the Department'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.
- 3.4.3. **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, Florida Statutes; the State is not obligated for any payments that exceed the amount of the current appropriation, pursuant to Section 957.04(1)(h), Florida Statutes.
- 3.5. **REPRESENTATIONS OF CONTRACTOR.** CONTRACTOR represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for purposes of entering into this Contract, as follows:

- 3.5.1. 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.
- 3.5.2. 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.
- 3.5.3. 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.
- 3.5.4. 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.
- 3.5.5. No Litigation. Except as previously disclosed in writing to the Department, 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.
- 3.5.6. 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.

- 3.5.7. Financial Statements. CONTRACTOR has delivered, or will deliver, to the Department 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 generally accepted accounting principles applied on a consistent basis, except as discussed in the notes to the financial statements.
- 3.5.8. No Adverse Change. Since the date of CONTRACTOR's most recent balance sheet provided to the Department, 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.
- 3.5.9. Disclosure. There is no material fact which materially and adversely affects or in the future will (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 Department prior to the date hereof. Failure to disclose such material facts, as described above, is grounds for termination for false representation.

#### 4. POSSESSION OF THE FACILITY AND INVENTORY

- 4.1. POSSESSION OF FACILITY. On the Service Commencement Date, the Department shall grant 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 Department and other appropriate parties (including, but not limited to, OPPAGA, DC, CMA, DOH, OSHA, DCF, Legislative staff) to enter and/or inspect the Facility, programs, health services, food services and its grounds pursuant to Section 3.19.10. The design of the Facility will be owned by the State of Florida.
- 4.2. POSSESSION OF LEASED FURNISHINGS AND EQUIPMENT. On the Service Commencement Date, the Department will grant CONTRACTOR exclusive use and possession, subject to the terms of this Contract, of Leased Furnishings and Equipment. Items purchased with state funds are owned by the State of Florida and shall remain with the Facility in the event of termination or non-renewal of this Contract. All Leased Furnishings and Equipment are State property, except for CONTRACTOR Property as set forth under Contract Sections 4.2 and 4.5. CONTRACTOR will provide a list of all property and the



designated ownership upon Service Commencement Date (See Exhibit A – Fixtures, Furnishings & Equipment Inventory).

- 4.3. **INVENTORY.** As part of CONTRACTOR's initial responsibility, CONTRACTOR shall prepare and maintain a current inventory of Leased Furnishings and Equipment. Such inventory shall include the manufacturer, model number, serial number, monetary value (purchase cost), and assigned identification number. Leased 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 Department shall be entitled to conduct an inventory of Leased Furnishings and Equipment prior to or within a reasonable time after the Service Commencement Date, and shall be entitled to conduct an inventory of Leased Furnishings and Equipment throughout the Term of this Agreement. CONTRACTOR shall cooperate with the Department in its conducting of all inventories of Leased Furnishings and Equipment. The inventory will be recorded on Exhibit A – Fixtures, Furnishings & Equipment Inventory. The inventory will indicate whether item was purchased with state funds and items designated as CONTRACTOR Property. The inventory will be made available to the On-Site Contract Monitor by printed or electronic means in an MS Office Excel format. The On-Site Contract Monitor will use the current inventory to conduct monthly reviews at the Facility. State-owned property will be designated with a sticker indicating it was purchased with state funds. All FF&E items purchased with POIITWF will be inventoried and labeled as State property and also identified as "IWTF". CONTRACTOR will provide an inventory database which is to be supplemented with a bar coding system that can export or convert the data into an MS Excel format.
- 4.4. **REPLACEMENT OF INVENTORY.** CONTRACTOR, subject only to 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; provided CONTRACTOR may be allowed more than 60 days within reason and in accordance with Department policies if the replacement equipment has been ordered, but not delivered or installed through no fault of CONTRACTOR. Such replacement of State equipment shall be added to the inventory and shall become the property of the State. CONTRACTOR shall update the inventory to reflect any replacement of furnishings, fixtures or equipment at the Facility within 20 days. CONTRACTOR shall provide the On-Site Contract Monitor copies of all receipts showing purchase or lease costs for replaced items quarterly. Inoperable items replaced by CONTRACTOR shall be disposed of by CONTRACTOR with prior approval by the Department and in compliance the DMS's Property Asset Management (PAM) policy. Additional information on PAM is available at DMS's website.
- 4.5. **CONTRACTOR PROPERTY.** CONTRACTOR will provide such other machinery, equipment, fixtures and furnishings that (i) CONTRACTOR deems necessary for the operation,

maintenance and administration of the Facility, (ii) are integral and related to the operation, maintenance, and administration of the Facility, or (iii) were offered as part CONTRACTOR'S response to the ITN. Such machinery and equipment shall be included in the costs of the project and delivered prior to Service Commencement Date. Exhibit A – Fixtures, Furnishings & Equipment Inventory is a jointly prepared property inventory listing each item and noting the condition of each such item. Unless otherwise specified herein, all such furniture, fixtures and equipment shall be new when delivered to the Facility. 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 machinery, equipment, fixtures and furnishings purchased by CONTRACTOR during the term of this Contract may be purchased by the Department at the conclusion of the Contract at CONTRACTOR's cost, less depreciation. Documentation of costs shall be provided quarterly to the On-Site Contract Monitor.

4.6. **SANITATION AND HYGIENE.** CONTRACTOR shall provide an environmentally clean, healthy, and safe Facility for both employees and inmates. CONTRACTOR will be responsible for the following:

- 4.6.1. Sanitation and hygiene will be maintained at a minimum, at a level equivalent to the level of DC facilities. All floors, including concrete shall be waxed or sealed and buffed. 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 will not be accepted. The yards will be free of all trash. All kitchen equipment and utensils shall be free of grease build-up.
- 4.6.2. CONTRACTOR will inspect all areas of the Facility daily for cleanliness and shall provide documentation of such inspections to the On-Site Contract Monitor.
- 4.6.3. Lighting, ventilation and heating equipment shall be functioning at all times.
- 4.6.4. No fire, safety or health hazards shall exist.
- 4.6.5. All plumbing equipment, including toilets, sinks, and showers shall be operating properly at all times.
- 4.6.6. 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.
- 4.6.7. Food service areas shall be clean and in compliance with applicable state health regulations.

- 4.6.8. Copies of all inspection reports, including internal and reports from governing agencies, will be submitted to the On-Site Contract Monitor. Corrective Action Plans and a time-line for correction for non-compliance issues (whether found by internal or external agents) will be submitted to the external auditing agency pursuant to their timeline and to the On-Site Contract Monitor. If no timeline is established, the report will be submitted within twenty (20) days.
- 4.7. **UTILITIES.** CONTRACTOR shall be responsible for the timely payment of all utility bills for the Facility. Copies of utility bills shall be made available to the On-Site Contract Monitor upon request.
- 4.8. **MAINTENANCE.**
- 4.8.1. CONTRACTOR shall maintain the physical structure of the Facility and all tangible personal property contained therein, including Leased Furnishings and Equipment, in accordance with applicable ACA Standards 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 will maintain, preserve and keep the Facility and the Leased Furnishings and Equipment in good repair, working order and condition, subject to normal wear and tear, and will promptly make or cause to be made all necessary and proper repairs, including those identified by self-monitoring, reviews of governing agencies, and the Department's inspections. All such replacements and renewals shall thereupon become part of the Facility. It is specifically understood and agreed that CONTRACTOR will develop and implement a preventive and routine maintenance plan and will keep maintenance records. Copies of inspection reports, maintenance records and maintenance plans will be provided to the On-Site Contract Monitor in a report by the 15th of each month. During the term of this Contract, the Department 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 except as provided under Section 4.9.
- 4.8.2. The maintenance plan shall include the following:
- 4.8.2.1. Plant equipment;
- 4.8.2.2. Structural maintenance; and
- 4.8.2.3. 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 or less (per item, per occurrence). Requests for reimbursement for maintenance or repair costs in excess of \$5,000 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. On the first day of each month, the Department will deduct \$16,416.67 from the monthly invoice payment and transfer said amount to the Major Maintenance and Repair Reserve Fund for the Facility. Corrective action items identified in an unannounced security audit by DC will generally not be covered under this fund unless the Department grants a waiver. The Department 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. CONTRACTOR will follow the Department's Major Maintenance and Repair Fund policy for all requests for reimbursement.

- 4.10. **ACCESS TO THE FACILITY.** The On-Site Contract Monitor, the Contract Manager, all DC representatives, or other designated representatives from the Department shall have full and immediate 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 on official business (including, but not limited to, the Governor's Office of Program, Policy and Government Accountability, Department of Health, Correctional Medical Authority, etc.), shall have full access to inmates, staff, and all areas of the Facility at all times, with or without notice. Representatives will not be unnecessarily detained at the front gate. CONTRACTOR shall not detain any designated 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 Department, which approval 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 from time to time. Unless otherwise agreed in writing, all such remodeling, substitutions, alterations, additions, modifications, and improvements shall be paid by CONTRACTOR, and the same shall become part of the Facility. Minor alterations may be done at CONTRACTOR's expense without prior approval from the Department. Minor alterations will be defined as alterations costing less than \$25,000. For any work under this section, CONTRACTOR must use, and must document the use of, materials of equal or greater quality. Such documentation shall be provided to the On-Site Contract Monitor upon request. All alterations shall be documented on the Facility's inventory as necessary.
- 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 Department of such loss or damage. The Department 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 Department and CONTRACTOR determine that such rebuilding, repairing or restoring is practicable and desirable, CONTRACTOR shall forthwith proceed with such rebuilding, repair or restoration. 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 payments due in excess of insurance proceeds received. If the Department 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 automatically terminate with respect to such Facility thirty (30) days after the date of such written agreement.

- 4.13. **VEHICLES.** CONTRACTOR shall purchase or lease and provide all vehicles required for the operation and maintenance of the Facility. All such vehicles shall be owned by CONTRACTOR. 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.

## 5. OPERATION OF THE FACILITY

### 5.1. GENERAL DUTIES.

5.1.1. 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 DC rules and procedures, whether now in effect or hereafter effected or implemented, and in accordance with the operational plan, the terms and conditions contained in the Contract, and any documents referenced therein. CONTRACTOR shall be in compliance with all applicable ACA Standards and requirements for adult correctional institutions, and shall maintain ACA accreditation. CONTRACTOR must submit a written request for a specific exemption from ACA Standards to the Contract Manager, who may, at his/her sole discretion, grant or deny the request. In the case of a conflict between any of the standards or requirements listed above, the more demanding standard or requirement will control.

5.1.2. Pursuant to Chapter 957.04(1)(e), Florida Statutes, CONTRACTOR may propose a waiver of a particular DC rule or procedure that is inconsistent with the mission to establish and maintain cost-effectiveness at the Facility. Such proposals shall be submitted to the Contract Manager, who may, at his/her sole discretion,

grant or deny such a waiver in writing to CONTRACTOR. All decisions by the Contract Manager 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.
- 5.3. **MAINTENANCE AND OPERATION OF FUNDS.** CONTRACTOR shall maintain operating its books and records in accordance with generally accepted accounting principles (GAAP) determined by the Governmental Accounting Standards Board, in reasonable detail to include, but not be limited to, groups of accounts for Facility operations, health services, substance abuse programs, 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 DC rules and procedures as regarding the same.
- 5.5. **OPERATION OF THE PRIVATELY OPERATED INSTITUTIONS INMATE WELFARE TRUST FUND (POIIWTF).**
  - 5.5.1. CONTRACTOR shall maintain the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF) accounts in accordance with all applicable standards and DC rules and procedures. Funds in the POIIWTF may be appropriated annually by the Legislature for the benefit and welfare of inmates incarcerated in privately operated correctional facilities.
  - 5.5.2. By May 1 of each year, CONTRACTOR must submit an application for expenditures to be made from the trust fund for the next fiscal year to the Department to be reviewed by the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF) Committee. The POIIWTF Committee will make its recommendation to the Secretary to be considered by the Legislature in the allocation of funds.
  - 5.5.3. In accordance with 60AA-203.101, Florida Administrative Code, planned expenditures must cover expenses for unique and innovative programs or items or activities for the inmates at the Facility. Proposed additional expenditures for contractually required programs will not be authorized.
  - 5.5.4. 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 Department. This report is due by July 30 each year for the fiscal year previous.

5.5.5. Expenditures for operational cost and fixed capital outlay made from the POIITWF must meet the guidelines of Section 945.215, Florida Statutes, 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. Expenditures made from the POIITWF shall not include items included in CONTRACTOR's response to the ITN.

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 Commissary Account and the POIITWF. CONTRACTOR shall review such procedures yearly to ensure procedures remain current and timely. Documentation of this review and any recommendation for change shall be submitted to the On-Site Contract Monitor yearly. CONTRACTOR shall have an independent audit of this fund conducted on an annual basis and the entire results of the audit will be submitted to the Department. CONTRACTOR will send to the Department a monthly report by the 20th of the month, of deposits and expenditures made to the POIITWF. This report should include deposits and expenditures made to the commissary account. The yearly audit report is due July 31 each year for the previous year.

5.7. **FINANCIAL REPORTING.**

5.7.1. Audited annual financial statement, prepared in accordance with GAAP and clearly distinguishing Inmate Bank and POIITWF shall be filed not later than July 31st of each year except as provided for as below: For the first, or partial year of occupancy, the report shall not be due until July 1st of the second succeeding year.

5.7.2. Monthly statements shall also be prepared and delivered to the Bureau as follows:

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 20th day of the month or the first business day thereafter;

5.7.2.2. POIITWF: A statement of revenues, expenses, and statement of budgeted and actual expenditures (detailed by object code). This report is due by the 20th of the month or the first business day thereafter.

5.8. **SEC RECORDS.** CONTRACTOR shall, within thirty (30) days of receipt, provide the Department with copies of all annual reports on Form 10 K, quarterly reports on Form 10 Q and reports on Form 8-K required to be filed by CONTRACTOR with the Securities and Exchange Commission. Prior to the execution of this Contract, CONTRACTOR shall provide the Department with its most recent Form 10-K and any Form 10-Qs or Form 8-Ks filed. If CONTRACTOR is not a public company required to submit reports to the SEC, CONTRACTOR shall provide the Department copies of its annual and quarterly financial statements within thirty (30) days of receipt and shall provide the Department with its most recent financial statements prior to the execution of this Contract.

5.9. **AMERICAN CORRECTIONAL ASSOCIATION ACCREDITATION**

5.9.1. CONTRACTOR shall maintain ACA accreditation for the Facility pursuant to and in accordance with the terms of Section 957.04(1)(c), Florida Statutes. CONTRACTOR's failure to comply with this section will be considered a violation of the terms of this Contract, subjecting CONTRACTOR to an adjustment of compensation under Section 7.5 and/or the remedies set forth in Section 10.

5.9.2. CONTRACTOR is required to utilize all of DC's rules, procedures and Health Service Bulletins ("HSB"). CONTRACTOR may request the Department authorize their policy in lieu of a DC rule or procedure. Several of DC's procedures are restricted due to the sensitive nature of security. The Department of Corrections periodically reviews its HSBs and Procedures. Some of the HSBs or Procedures may be eliminated or combined with others HSBs or Procedures by the time the contract(s) for these facilities are executed. CONTRACTOR shall follow and comply with the most up to date HSBs or Procedures.

5.10. **OPERATIONS PLAN.** CONTRACTOR shall provide the Department, for the Department's written approval, an Operational Plan that covers the full range of Facility operations including, but not limited to, the following:

5.10.1. 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 services standards; medical care; sanitation and hygiene practices; inmate exercise; access to mail, telephone and visitation; staff working conditions; and, inmate work assignments.;

5.10.2. Procedures that will be utilized to facilitate monitoring of the Facility by CONTRACTOR's Authorized Representative or the Authorized Representative's designee on an annual basis;

5.10.3. Continuous self-monitoring by Facility staff (On-Site Contract Monitor will be given written copies of self-monitoring reports monthly). It is CONTRACTOR's



responsibility to document self-monitoring activities under the Contract;

- 5.10.4. Procedures for assumption of operations by DC in the event of CONTRACTOR's bankruptcy or inability to perform its duties hereunder;
- 5.10.5. An emergency procedures/security manual for confidential use by staff supervisors employed by CONTRACTOR;
- 5.10.6. Post Orders for all Facility security staff positions. All post orders must be submitted and approved by the Contract Manager. Post Orders will be reviewed yearly by CONTRACTOR. Documentation of this review and any prospective changes to the post orders will be submitted to the On-Site Contract Monitor who will forward the documentation for review and approval in writing to the Contract Manager;
- 5.10.7. Job descriptions for each position, including salary range, education and experience requirements, certification/licensure 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 will be reviewed yearly by CONTRACTOR. Documentation of this review and any prospective changes to the job description will 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. Exhibit B (to be provided by CONTRACTOR) of the Contract is a chart documenting all the positions, job codes and minimum/maximum salaries. This Exhibit must be updated as needed and approved by the Contract Manager. This Exhibit will be the basis of vacancy deduction amounts for invoicing purposes. All job announcements must be accompanied with the corresponding job description approved by the Contract Manager prior to posting;

CONTRACTOR shall notify the Department in writing of desired changes in, or additions to, the Operational Plan with regard to 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. The Contract Manager shall respond to a request for changes within thirty (30) days. A material breach of the Operational Plan shall be regarded as a material breach of this Agreement

5.11. **CLASSIFICATION AND ASSIGNMENT OF INMATES.**

- 5.11.1. CONTRACTOR shall provide a classification program that is in accordance with all applicable standards and DC procedures. CONTRACTOR shall provide suitable office space at the Facility for one (1) or more DC classification officers as may be determined by the DC to conduct classification services, subject to the

Department's approval. CONTRACTOR may not make any change in an inmate's custody level, but may recommend custody level changes to DC for approval.

5.11.2. Beginning on the Service Commencement Date, inmates will be assigned to the Facility by the DC at a rate not to exceed capacity of the Facility in accordance with the following:

5.11.2.1. The inmates transferred by the DC shall: represent a cross section of the inmate population; have completed the initial classification process at a DC facility; be accompanied by all initial classification and subsequent reviews and other necessary documentation; be accompanied with a complete medical record, including chest X-ray; and be accompanied by documentation of the amount contained in the inmate's Commissary account with the funds to be forwarded by the DC to the Facility within ten (10) days of receipt of the inmate, in compliance with Chapter 33, Florida Administrative Code.

5.11.2.2. If an inmate does not meet the qualifications or classification level necessary for assignment to the Facility and CONTRACTOR is aware of this before transport to the Facility, CONTRACTOR should provide notice to DC before transport and request that the transfer be cancelled or diverted. If an inmate is found not to meet the qualifications or classification level necessary for classification to the Facility after transfer to the Facility, CONTRACTOR may request the transfer of unqualified or improperly classified inmates to a DC facility pursuant to Sections 5.13 and 5.15.

5.12. **ORIENTATION OF INMATES.** CONTRACTOR shall conduct an orientation program for newly assigned inmates. This program shall meet minimum standards outlined in Chapter 33-601.100, Florida Administrative Code. CONTRACTOR will provide a copy of the orientation materials and associated forms the inmate is required to sign. The orientation materials will be reviewed annually and updated as needed by the CONTRACTOR. Documentation of the review will be provided to the On-Site Contract Monitor no later than the 20th day of the month following the review. Changes to the orientation curriculum require written approval by the Contract Manager.

5.13. **TRANSFER OF INMATES.**

5.13.1. 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.

- 5.13.2. CONTRACTOR may be required to transport non-routine transfers such as emergency medical, emergency mental health, court orders, protective management, etc. Non-routine transports will be determined by the DC by the nature of the request or its urgency. DC shall have the final decision making authority relating to non-routine transports.
- 5.13.3. CONTRACTOR may request, in writing, that an inmate be transferred from the Facility. The Department, CONTRACTOR, and the DC shall comply with the terms of a Transfer Agreement when transferring inmates between a correctional facility operated by the DC and a private correctional facility. The Transfer Agreement (Exhibit C to this Contract) will be executed in conjunction with the execution of this Contract.
- 5.14. **RELEASE OF INMATES.** CONTRACTOR will release inmates in compliance with the DC's rules and procedures pertaining to release as found in the requirements of Rules 33-601.501-503, Florida Administrative Code, 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 33-604.501-503, Florida Administrative Code, and make payment from its fund to eligible inmates. DMS, and/or the DC shall not reimburse CONTRACTOR for discharge gratuity payments made. The funds for this should be incorporated into the Per Diem Rate. A monthly report to include the inmate released and the correspondent receipts for the discharge gratuity and travel payments shall be submitted to the On-Site Contract Monitor.
- 5.15. **TRANSPORTATION OF INMATES.** CONTRACTOR shall not be responsible for inmate transportation from the DC to the Facility or from the Facility to the inmate's destination upon transfer except as provided for in Section 5.13. CONTRACTOR will be responsible for transporting inmates to the hospital or outside medical appointments, and will be responsible for discharge transportation in compliance with Rules 33--601.503 F.A.C., "Discharge Transportation".
- 5.16. **INMATE DISCIPLINE.** CONTRACTOR will develop a policy implementing a system of inmate rules and disciplinary procedures in compliance with the ACA Standards (DC rules in particular), and DC procedures. Penalties will be consistent with those imposed by the DC. Disciplinary hearings will be conducted by CONTRACTOR's staff that will make recommendations to the DC classification staff. The DC's classifications staff shall either accept those recommendations or prepare a written statement in which good cause for a rejection of those recommendations are established. In the event that a recommendation is rejected by the DC's classification staff, CONTRACTOR shall have a right of administrative appeal to the Regional Director of Institutions for the region in which the Facili-

ty is located. The decision of the Regional Director of Institutions, in the event of any such administrative appeal, shall be final and not subject to appeal or challenge by CONTRACTOR in any civil or other administrative forum, nor subject to any mediation or arbitration proceedings. All inmate discipline policies shall be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor.

5.17. **INMATE VISITATION.**

5.17.1. CONTRACTOR shall provide all space, furniture, equipment, and supervision necessary to implement a visitation program in compliance with the ACA Standards. Contact visitation will be provided as determined by an inmate's custody level and disciplinary status.

5.17.2. CONTRACTOR will provide space, equipment and supervision necessary for inmate visiting with children.

5.17.3. CONTRACTOR's visitation policies shall consistent with those policies followed by the State's public prisons and will be reviewed annually and updated as needed. Documentation of the policies will be provided annually to the On-Site Contract Monitor. Changes to the policy require written permission by the Contract Manager prior to implementation.

5.17.4. The DC has implemented an enhanced version of the Facility Access Secure Tracking (FAST) application statewide to control visitation to institutions. FAST uses hand geometry biometrics, photos and data to ensure proper visitor credentials. It consists of two (2) hand readers, a camera and a computer. CONTRACTOR shall implement and use the FAST system and will be responsible for all costs associated with it.

5.18. **DRUG TESTING.** CONTRACTOR shall conduct a random drug testing program consistent with DC's policies and procedures. The DC will provide a monthly list of inmates to be drug tested. The list will be randomly generated. Monthly reports must be submitted to the On-Site Contract Monitor regarding the testing results. Results will also be sent to the DC within three days of receiving the test results. All inmate drug testing policies shall be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to CONTRACTOR'S written drug testing policy require written permission by the Contract Manager.

5.19. **INMATE MAIL AND TELEPHONE.**

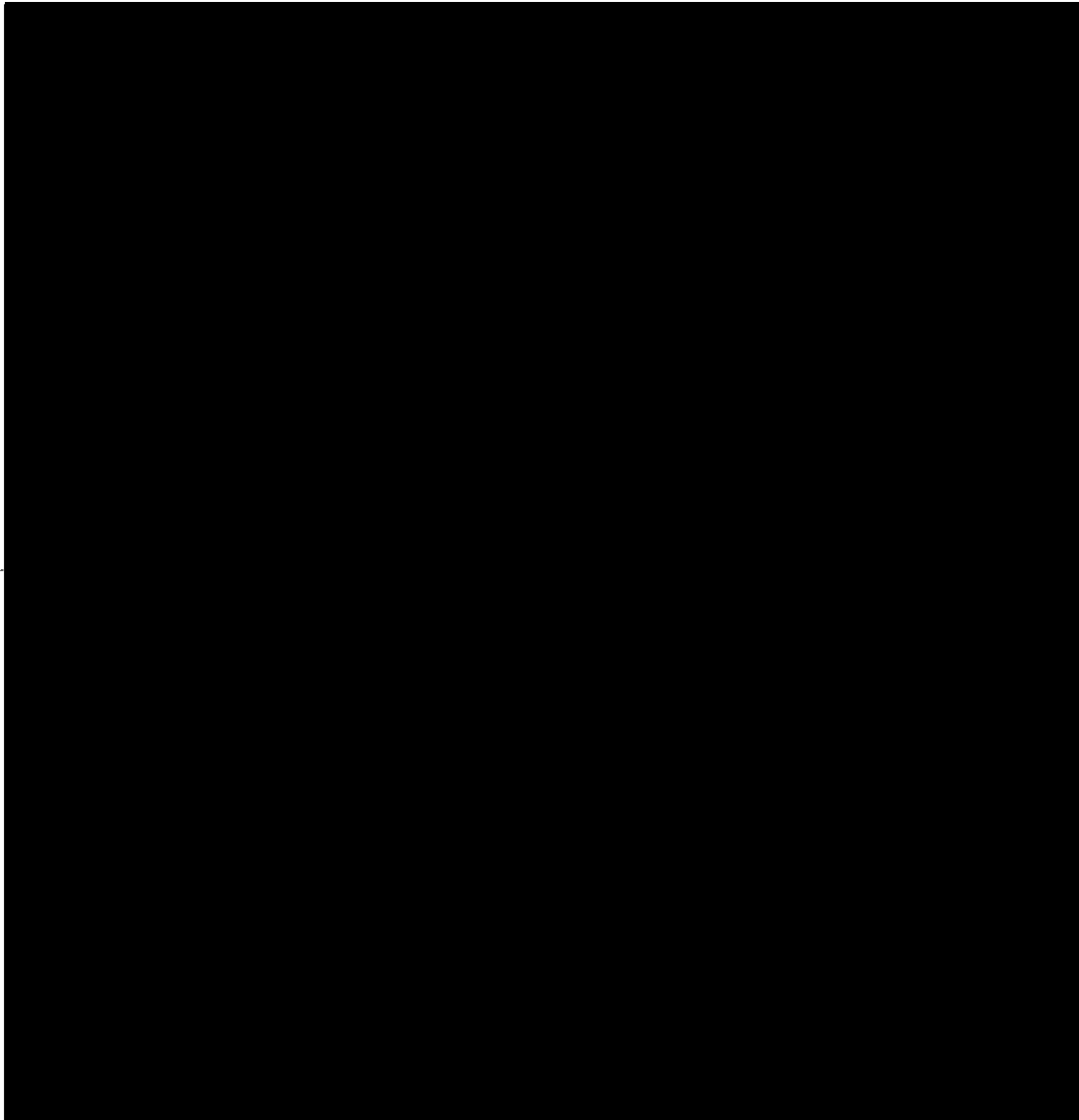
5.19.1. CONTRACTOR shall provide for mail and telephone services in compliance with the DC Standards. The telephone services and rates provided at the Facility shall be identical to those provided at public state prisons in Florida. As required by Section 945.215, Florida Statutes, net receipts from telephone com-

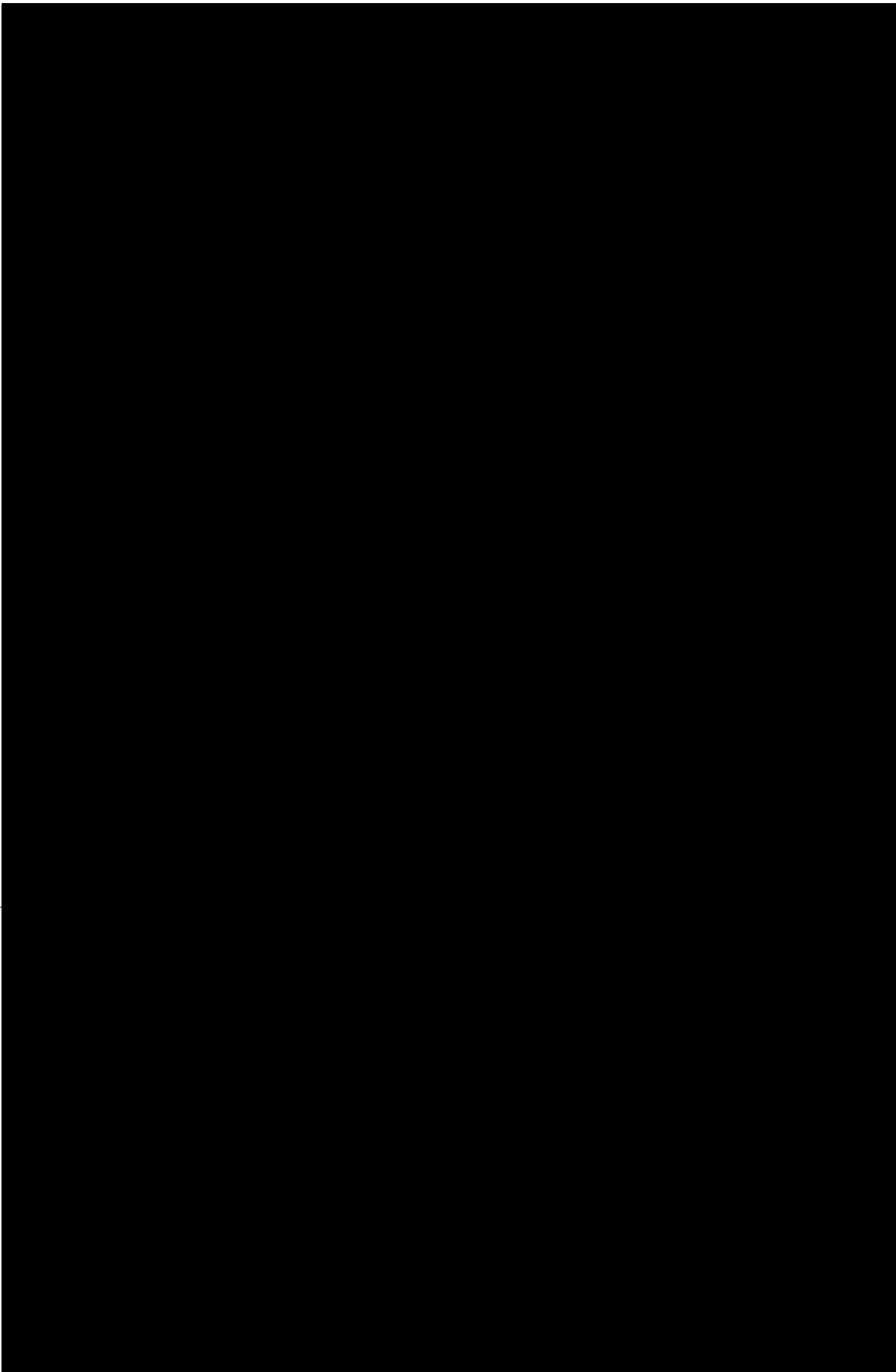
missions shall be sent to the DC and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF). CONTRACTOR shall provide a monthly statement to the On-Site Contract Monitor showing all deposits, withdrawals, and interest earned in the account. The telephone service provider for the Facility shall be responsible for the repair and maintenance of any equipment it installs and have phone calling rates consistent with DC phone calling rates. However, CONTRACTOR shall take all reasonable precautions to prevent damage to the equipment. CONTRACTOR will provide computer hardware for administration of the inmate telephone system. The telephone system must allow for remote access to monitor inmate's telephone calls, including remote access by the DC's Inspector General. CONTRACTOR shall comply with all state, federal and local laws, including the DC's rules, policies and procedures regarding inmate access to telephones found in Chapter 33, Florida Administrative Code.

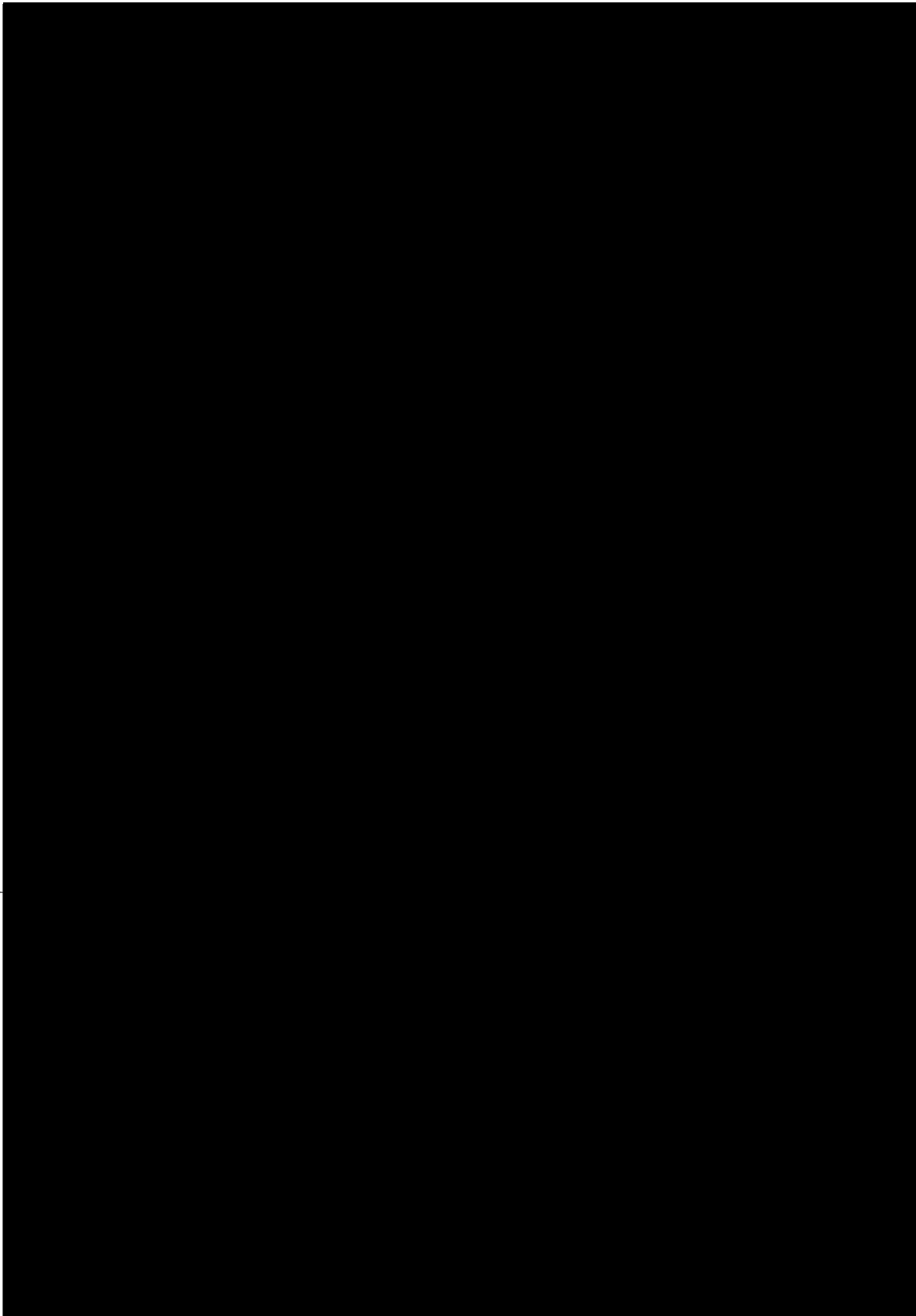
- 5.19.2. CONTRACTOR shall develop and update, as necessary, with the approval of the Department, administrative procedures to verify that: contracted telephone companies accurately record and report all telephone calls made by inmates incarcerated in the Facility; persons who accept collect calls from inmates are charged the contracted rate; and the funds are deposited into the telephone revenue account and transmitted monthly into the POIIWTF.
- 5.20. **USE OF FORCE.** CONTRACTOR will develop and implement use of force policies and procedures in compliance with DC Procedure, Florida Statutes, and Florida Administrative Codes.
- 5.21. **INMATE PERSONAL PROPERTY.** CONTRACTOR shall handle and dispose of inmate property in compliance with DC rules, procedures and other applicable standards provided in Chapter 33, Florida Administrative Code, and the United States Constitution. All inmate property policies shall be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to the policy require written permission by the Contract Manager prior to implementation. A monthly report shall be submitted to the On-Site Contract Monitor regarding the property disposed of in compliance with the policy no later than the 20th of the following month.
- 5.22. **INMATE GRIEVANCE PROCEDURE.** CONTRACTOR will 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 DC procedures. Monthly reports must be submitted to the Department regarding all inmate grievances no later than the 20th of the following month. All inmate grievance policies shall be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site

Contract Monitor. Changes to the policy require written permission by the Contract Manager prior to implementation.

- 5.23. **SENTENCE COMPUTATION.** CONTRACTOR shall provide the DC with data and information relating to sentence computation. The decision with respect to sentence computation rests with the DC. CONTRACTOR shall forward any court ordered sentence modifications (received via any source) to the Bureau of Sentence Structure and Population Management upon receipt.
- 5.24. **GAIN TIME, CHANGE OF CUSTODY AND FURLOUGHS.** CONTRACTOR will provide specific information to the DC regarding the award or forfeiture of gain time, change of custody or granting furloughs. The decision for such rests with the DC.
- 5.25. **SECURITY.**











5.26. **FOOD SERVICE.** CONTRACTOR will provide a food service program in compliance with the ACA Standards, and Section 957.04 (l)(f), Florida Statutes. CONTRACTOR is responsible for a variety of services, including a diet at least equal to those provided by the DC in comparable facilities.

5.26.1. 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 areas for inmates and staff.

5.26.1.1. Master Menu:

5.26.1.1.1. The DC has developed, and has in place, a four-week cycle Master Menu (see Exhibit E—DC Menu) that shall be followed by CONTRACTOR to ensure inmates housed in the Facility receive the same caloric and dietary requirements. 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.

5.26.1.1.2. CONTRACTOR may utilize an alternate master menu that differs from the DC Master Menu, provided that the alternate menu complies with the same caloric and dietary requirements as the DC Master Menu and is reviewed and certified by a registered dietician credentialed in the State of Florida.

5.26.1.1.3. If at any time the DC Master Menu changes any nutritional, caloric and/or dietary requirements, the CONTRACTOR, if using an alternate master menu in accordance with Section 5.26.1.1.2., shall immediately update their master menu to reflect the DC Master Menu changes. This update to the CONTRACTOR's master menu shall be reviewed and certified by a registered dietician credentialed in the State of Florida.

5.26.1.1.4. CONTRACTOR shall make provisions for providing sack lunches for inmate work crews in compliance with the applicable DC rules or procedures.

5.26.1.2. Delivery of Food:

5.26.1.2.1. General Population: The delivery of food for the general population inmates may be provided in cafeteria style in the Facility's inmate dining room or by satellite seating. If CONTRACTOR opts to use satellite feeding, CONTRACTOR will ensure that the food received by the inmates is consistent in temperature, texture and condition with food that would be served in a dining room. Alternate methods may be proposed by CONTRACTOR subject to written approval by the Department. This will include blind feeding where the inmate serving the food is not able to see the inmate receiving the tray.

5.26.1.2.2. Staff/Employees/Official Visitors

5.26.1.2.3. CONTRACTOR shall provide separate dining room facilities for staff and employees and official visitors; however, the same food prepared for inmates shall be served to staff, employees, and official visitors. This requirement does not apply to inmate visitation participants.

5.26.1.2.4. Confinement/Infirmary Inmates who are housed in confinement or infirmaries shall be fed in the confinement units or infirmary, whichever is appropriate.

5.26.1.2.5. Medical Diets CONTRACTOR shall prepare all medical diets in accordance with the recipes and menus in the DC's Modified Diets Component of the 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 monthly report.

5.26.1.3. Religious Diets/Alternate Entrée: The Facility's Chaplain shall advise the institutional officials in charge of food services on all matters related to religious dietary requirements. Except in rare circumstances, requirements for religious diets are met by the Master Menu through the alternate entree program. 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 alternate entree. 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.

- 5.26.1.4. 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. These records may be reviewed by the On-Site Contract Monitor at his/her discretion.
- 5.26.1.5. 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, man-made disasters, strikes, 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.
- 5.26.1.6. CONTRACTOR shall develop and implement a written plan for sanitation and rodent control which includes all kitchen/dining space, appliances, supplies and equipment. Sanitation 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.
- 5.26.1.7. CONTRACTOR shall develop a preventive maintenance schedule for the food service equipment, as applicable. All tools, knives and utensils must be locked in a controlled environment, inventoried, and signed in and out in accordance with the DC's procedure. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the Contract Manager.
- 5.26.1.8. All foods and/or condiments of a high security risk shall be locked in a controlled environment in accordance with DC Policies.

**5.27. INMATE COMMISSARY AND VENDING SERVICES.**

- 5.27.1. Inmates shall have access to a commissary for purchase of goods. CONTRACTOR will 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 comparably with like items for retail sale

at fair market prices. Items provided on the inmate's canteen menu that are also provided in the visitor and inmate's vending machines will have identical pricing. Receipts for these items must be provided upon request. Documentation of fair market pricing must be provided upon request. DMS encourages CONTRACTOR to utilize economies of scale where possible and permissible. Items sold in the Commissary should only be those items allowed in FAC 602.201 Appendix 1 and only in the possession quantities specified. **Additionally, due to frequent transfers of inmates between private and state-run facilities, the items sold such as clothing, shoes, etc. must be of similar value and appearance to those sold in state run commissaries.** (See Exhibit F – Commissary Price List).

5.27.2. As required by Section 945.215, Florida Statutes, 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 DC and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF). CONTRACTOR shall provide a monthly statement to the On-Site Contract Monitor to include all deposits, withdrawals, and interest earned in the account.

5.27.3. 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 Department, hereinafter called the "Commissary Account".

5.27.4. CONTRACTOR shall make expenditures from the Commissary Account, to purchase items for resale in the commissary and for other items as contemplated in Section 945.215, Florida Statutes. CONTRACTOR shall provide a monthly statement to the On-Site Contract Monitor to include all deposits, withdrawals, and interest earned.

5.28. **HEALTH CARE SERVICES.**

5.28.1. 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 the Contract Documents. CONTRACTOR shall provide these services at the Facility as set forth in its response to the ITN, attached as Exhibit H. This includes all healthcare treatment and related program support services. No deviations from the minimum service requirements shall be permitted. 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 will be in accordance with minimum constitutionally adequate levels of healthcare regardless of place of assignment or disciplinary status. CONTRACTOR must be prepared to adhere to all DC criteria, definitions and classifications regarding medical and psychological grades. CONTRACTOR must be prepared to follow the most current version of DC terminology, procedures and health services bulletins. DC's Office of Health Services (OHS) will be provided an opportunity to comment and suggest recommended changes to CONTRACTOR'S Health Care Services Plan.

- 5.28.2. 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, infirmary care mattresses (including SOS mattresses) and other infirmary care and emergency room supplies, and both urgent and emergency medical transportation. (Note: Medical linens typically include sheets, pillow cases, cotton blankets, draw sheets, cloth bed pads, patient pajamas and/or gowns, turning pads, towels and wash cloths. Infirmary care mattresses and pillows typically have vinyl or plastic covers, and SOS mattresses are normally made from heavy duty plastic or vinyl which is seamless and resistant to being torn into strips. These differ from the inmate housing unit mattresses and pillows.)
- 5.28.3. CONTRACTOR shall utilize hospitals with a secure prison ward or provide sufficient security in accordance with DC procedures addressing security coverage and requirements to ensure the safety of hospital staff and the public
- 5.28.4. CONTRACTOR will provide medical, dental and mental health services in compliance with the ACA Standards that include the following:

5.28.4.1. 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, Department of Corrections' rules, procedures, and Health Services' Bulletins (HSB's) 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, current and/or as revised, are incorporated herein by reference and made a part of this Contract. CONTRACTOR, the DC, and the Department shall work cooperatively to ensure service delivery in complete compliance with all such requirements. CONTRACTOR shall stand in the place of the DC for purposes of the referenced statutes. Accordingly, pursuant to Section 945.6031(2), Florida Statutes, the Facility shall be subject to com-

prehensive surveys by State of Florida Correctional Medical Authority (CMA) of the dental, physical, and mental health care systems at least triennially (at least once every three years). CONTRACTOR shall designate a Chief Health Officer (CHO) for the Facility who shall submit reports to the DC (and the Assistant Secretary of the Office of Health Services, as required) for all clinical matters.

5.28.4.2. Each inmate will receive a periodic health assessment as required by Office of Health Services' Health Service Bulletins (HSBs). Each inmate shall receive a health appraisal prior to being placed in confinement. Sick call shall be performed daily Monday through Friday and for emergencies on Saturdays, Sundays and Holidays. Inmates must be able to sign-up for sick call seven (7) days a week and the sick call sign-up form shall be triaged daily by healthcare staff. 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.

5.28.4.3. Inpatient hospitalization costs:

5.28.4.3.1. CONTRACTOR shall be responsible for all medical costs.

5.28.4.3.2. If, in the opinion of the on-site Chief Health Officer ("the CHO"), an inmate cannot be properly treated in the institution, the CHO shall refer the inmate to a medical facility that can provide the necessary treatment. CONTRACTOR shall be responsible for payment of all inpatient hospitalization costs.

~~5.28.4.3.3. CONTRACTOR shall be responsible for providing security for any inmate admitted to a hospital. CONTRACTOR shall notify the Department and the DC 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 the services available at DC's Reception and Medical Center (RMC) Hospital at Lake Butler, Florida in all appropriate cases contingent upon space availability.~~

5.28.4.3.4. All hospitals utilized by CONTRACTOR for the care of inmates shall be fully licensed and preferably accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHCO).

5.28.4.3.5. CONTRACTOR shall ensure that all CONTRACTOR's or sub-contracted 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 above laws, standards, rules or regulations, DC procedures, HSB's or directives change during the course of this Contract term, the updated version will take precedence. The Department shall provide CONTRACTOR with a copy of all DC rules, department procedures, HSB's and directives. CONTRACTOR shall comply with all applicable continuing requirements as determined by the DC's Assistant Secretary of Health Services-Administration for reports to and from the DC and the Department, Correctional Medical Authority and the On-Site Contract Monitor. To the extent required as a business associate of the Department, CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. §1320d-8), and all applicable regulations promulgated thereunder.

5.28.4.3.6. CONTRACTOR will be required to maintain full accreditation by the American Correctional Association (ACA) for the healthcare operational areas in all institutions in which healthcare services are provided. Failure to maintain accreditation will be considered a violation of the terms of this Contract, subjecting CONTRACTOR to an adjustment of compensation under Section 7.5 and/or the remedies set forth in Section 10 of this Contract. 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 DC or the Department's mission. CONTRACTOR shall en-

sure 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.

5.28.4.3.7. 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, fixtures and other items for CONTRACTOR's 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.

5.28.4.3.8. All supplies required to provide healthcare services shall be provided by CONTRACTOR. CONTRACTOR will have at least a thirty (30) days' supply of medical supplies upon its assumption of responsibility for service implementation at the Facility. A physical inventory of all equipment and medical supplies will 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 the existing supplies. The term "healthcare supplies" is defined as all healthcare equipment and commodity items with a unit cost of less than one thousand dollars (\$1,000).

5.28.4.3.9. CONTRACTOR shall utilize Department forms as specified to carry out the provisions of this Contract. The Department, in cooperation with the DC, will 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 he/she wish to modify format or develop additional forms.

5.28.4.3.10. All Florida Department of Corrections' inmates, regardless of status, must have unimpeded access to healthcare services. CONTRACTOR's healthcare staff should 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.

5.28.4.3.11. 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 will be rendered in accordance with the Department of Corrections' rules, policies, procedures and Health Services Bulletins. Healthcare will be provided at a minimum constitutionally adequate level of care. This means all necessary health care will be provided either routinely, urgently or emergently as dictated by the need to resolve the healthcare issue presenting itself.

5.28.4.4. 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 pre-existing conditions, substance abusers 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; an infectious disease education program for inmates which will be consistent with the DC's existing health education program for HIV and AIDS as described in Section 945.35, Florida Statutes. CONTRACTOR must follow requirements outlined in Section 945.355, Florida Statutes. All medical contacts shall be documented on the Offender Based Information System. The On-Site Contract Monitor may request a report documenting all medical contacts. The potential percentage of each medical and psychological grade, and the percentage of inmates with special needs is outlined below:

Grade	Percent	Variance*	Inmates
M1	84%	1.0%	827
M2 or M3	16%	-	158
S1 or S2	100%	0.5%	985
Wheelchair	2%	1.0%	20
Special Needs	6%	1.0%	59

\* Variance is defined as variance of the total population at the Facility.

5.28.4.5. 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, Florida Statutes. The fees collected will be retained by CONTRACTOR and the same amount will be deducted from the monthly management payment billing submitted by CONTRACTOR to the Department. All co-payments must be noted in the Offender Based Information System and accounted for in the medical record. A report of co-payments will be included with the monthly invoice. CONTRACTOR must include the cost of providing health care in its Per Diem Rate. This shall not include the revenue generated by the inmate co-payment.

5.28.4.6. Chief Health Officer (CHO): CONTRACTOR shall designate a CHO for the Facility who shall submit reports to the DC (and the Assistant Secretary of the Office 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; DC Rules, Policies and Procedures; DC's Office Health Services Bulletins; 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 DC. In addition, the person occupying this position must be licensed to practice medicine under Florida Statute Chapters 458 or 459 in the State of Florida "in good standing", hold a current DEA Registration Number, and must have credentials that meet or exceed the requirements of Florida Law.

5.28.4.7. Health Education Program CONTRACTOR shall implement within ninety (90) days of contract execution, subject to Department approval, an inmate health education program. To promote the health education process, informational programs shall be made available based on the requirements of Florida Statutes and assessed educational needs of the inmates. Selected topics for these programs may include but are not limited to:

- 5.28.4.7.1. Personal hygiene;
- 5.28.4.7.2. Nutrition;
- 5.28.4.7.3. Physical fitness;
- 5.28.4.7.4. Stress management;
- 5.28.4.7.5. Sexually transmitted diseases;
- 5.28.4.7.6. Chemical dependency;
- 5.28.4.7.7. Tuberculosis and other communicable diseases;
- 5.28.4.7.8. Effects of smoking;
- 5.28.4.7.9. HIV/AIDS;
- 5.28.4.7.10. Hypertension/Cardiac;
- 5.28.4.7.11. Epilepsy;
- 5.28.4.7.12. Diabetes;
- 5.28.4.7.13. Dermatology;
- 5.28.4.7.14. Rehabilitation; and
- 5.28.4.7.15. Prison Rape Elimination Act (PREA).
- 5.28.4.7.16. An infectious disease education program for inmates, which will be consistent with the DC's existing health education program for HIV and AIDS as described in Section 945.35, Florida Statutes.

5.28.4.8. Quality Management: CONTRACTOR shall establish and maintain a Clinical Quality Management program that maintains full compliance with the DC's rules and procedures and the DC's Office of Health Services Health Services Bulletins (HSB's). All required program curriculum will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the Contract Manager. Program curriculum should include information on

the following:

- 5.28.4.8.1. Quality Management
- 5.28.4.8.2. Infection Reporting to the Department of Health
- 5.28.4.8.3. Infection Control Program
- 5.28.4.8.4. Medical Peer Review Committees
- 5.28.4.8.5. Clinical Risk Management Program
- 5.28.4.8.6. Mortality Review Program

CONTRACTOR will 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.

5.28.4.9. Health Assessment at Intake:

CONTRACTOR shall provide a proposal that ensures all inmates being admitted to the Facility are provided a comprehensive health assessment and orientation in accordance with DC's guidelines. Upon arrival at the Facility, every inmate shall receive an intake physical examination in accordance with DC Procedure 403.008 and an immediate healthcare screening by qualified healthcare nursing staff. The intake physical examination shall take place no later than seven (7) days after the inmate is received at the Facility. CONTRACTOR shall not be required to provide a health assessment for inmates admitted to the Facility from DC's reception centers, as DC will conduct and record this assessment. CONTRACTOR will review DC's assessment, which is included in the medical record for such inmates.

Each intake examination shall include, at a minimum, the following: a complete history, physical exam, designated medical necessary lab work, and any specialty follow up exams deemed appropriate. The examining physician will also prescribe any needed or appropriate medications at this time.

Each inmate will receive a transfer screening on departure from and on arrival to the Facility as well as orientation to healthcare services when newly assigned at the Facility. The inmate's healthcare records shall be reviewed on arrival for medication, emergency or urgent medical needs or any specialty follow up scheduled. This would include placement in a chronic illness clinic status if required for preventative care.

The preliminary screening shall be documented in the inmate's case

file and include the following:

Inquiry into:

1. Current illness
2. Communicable diseases
3. Alcohol/chemical abuse history
4. Medications currently being taken
5. Dental status
6. Chronic health problems

Observation of:

7. State of consciousness
8. Mental status
9. Appearance
10. Conduct
11. Bodily deformities and ease of movement
12. Signs of trauma, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of drug abuse

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 will be provided by the DC, along with additional information necessary to inform the inmate about unique Facility operations.

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.

An overall medical grade assignment may be made at any time an inmate has an encounter with healthcare personnel if that encounter indicates a change. On those occasions when evaluation or 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 psychiatrist or psychologist. Other mental health staff may recommend appropriate changes to the Chief Health Officer (CHO).

Anatomical defects or pathological conditions will not in themselves

form the sole basis for recommending assignment or work limitations. While these conditions must be given consideration when accomplishing the designation functional capacity, prognosis and the possibility of further aggravation must be considered.

5.28.4.10. Referrals: CONTRACTOR shall be financially responsible for all costs associated with the care of an Inmate treated by any community provider or in any community provider facility.

5.28.4.11. Staffing of Health Care Professionals:

5.28.4.11.1. 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.

5.28.4.11.2. CONTRACTOR shall propose a plan to 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 for the institution.

5.28.4.11.3. CONTRACTOR shall distribute a written job description to 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.

5.28.4.11.4. 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. The On-Site Contract Monitor shall be advised of any CONTRACTOR's employee who receives a less than satisfactory evaluation.

5.28.4.11.5. CONTRACTOR shall maintain personnel files on all contract employees in the healthcare unit of the institution. The records shall be made available to the On-Site Contract Monitor, and the DC's Assistant Secretary of the Office of Health Services or designee. These files shall include, but not be limited to, copies of current Florida licenses or proof

of professional certification, and evaluation records and position responsibilities.

5.28.4.11.6. The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department pursuant to Section 5.41.5.3. DC employees terminated at any time by the DC for cause may not be employed or provide services under the Contract.

5.28.4.11.7. CONTRACTOR shall provide a proposed staffing plan for the health-related Sections of this Contract, including the minimum key administrative staff positions.

5.28.4.11.8. CONTRACTOR shall employ only those persons having appropriate Florida licensure and certifications. Individuals in positions that require credentials (Physicians, Advanced Registered Nurse Practitioners (ARNPs) Psychologists, Psychological Specialists and any other position that requires credentials), will 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. CONTRACTOR shall provide a certification statement on each individual to the Assistant Secretary of the DC Office of Health Services certifying that the credentials of each individual have been reviewed and he/she is certified as qualified to perform the duties assigned.

5.28.4.11.9. Fingerprints shall be taken of each employee, and subcontractor providing services under this contract. The NCIC/FCIC background checks will be reviewed by Department staff. The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department.

5.28.4.11.10. No personnel employed by this CONTRACTOR, or its subcontractors, may be a convicted felon or have relatives housed at the Facility. No personnel employed by this CONTRACTOR, or its subcontractors, who have relatives confined by or under supervision of the DC may work at the

Facility without the Department's written consent.

5.28.4.12. Medical Records:

5.28.4.12.1. CONTRACTOR shall ensure that all healthcare unit staff documents each healthcare encounter in the appropriate section of the Problem-Oriented Medical Record, utilizing the SOAPE format, including specific Department of Corrections' approved forms as outlined in Department of Corrections' Rules, (Chapters 33-6, 33-19, Florida Administrative Code), pertinent Health Services' Bulletins, and Florida Statutes.

5.28.4.12.2. CONTRACTOR shall ensure that each health record, including the Medication Administration Record, is complete, 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.

5.28.4.12.3. CONTRACTOR shall ensure that all medical record procedures concerning confidentiality are followed. Medical records shall remain the property of the DC and information contained in a medical record shall not be released to anyone who is not legally authorized to receive it.

5.28.4.12.4. CONTRACTOR shall ensure that each medical record complies with the Florida Statutes, DC rules, Health Service Bulletins, the Health Record Manual, HIPAA, and other applicable laws and rules.

5.28.4.12.5. 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 Chief Health Officer or CONTRACTOR's Designee) are accomplished prior to the fifth (5th) day of the following month.

5.28.4.13. Other General Health Service Requirements:

5.28.4.13.1. Routine transportation of inmates for medical visits, consultations, diagnostics studies and hospital admissions shall be the responsibility of CONTRACTOR.



5.28.4.13.2. CONTRACTOR's personnel shall establish regular meetings with representatives from the hospital and other providers to coordinate the referral of inmates. Policies and procedures shall be developed by CONTRACTOR regarding referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization and patient follow-up.

5.29. **PHYSICAL HEALTH SERVICES**

5.29.1. Chronic Illness Clinics:

5.29.1.1. 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 DC Health Services Bulletin (HSB) 15.03.05, Chronic Illness Clinic.

5.29.1.2. These clinics are to be operated and care is to be provided in accordance with the Technical Instruction. Development of programs that incorporate best practices, prevention strategies, clinical-practice improvement, clinical interventions and protocols, outcomes research, information technology, and other tools is required. The State of Florida has a disease management initiative which has been designed to promote and measure: health outcomes, improved care, reduced inpatient hospitalization, reduced emergency room visits, reduced costs, and better educated providers and patients. Since these outcomes are similarly desirous in the correctional healthcare system, CONTRACTOR shall develop, propose, and implement Disease Management programs as necessary in conjunction with the operation of chronic illness and specialty clinics. Disease Management programs shall be completed and implemented by the end of the sixth (6th) month of service delivery under this Contract.

5.29.1.3. CONTRACTOR may use, subject to availability and DC agreement, specialty clinics at the Department's Regional Medical Center (RMC) in Lake Butler for all non-emergency cases requiring specialty consultation that are beyond institutional capability. If a specialty clinic is not available or cannot be scheduled at RMC within a time determined necessary by CONTRACTOR's CHO, alternative arrangement to obtain the services shall be made locally.

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

1. Diabetes;
2. Respiratory;
3. Cardiovascular;
4. Seizure disorder;
5. Tuberculosis preventive therapy;
6. General medicine;
7. Immunodeficiency; and
8. Hepatitis C.

5.29.2. Sick Calls: CONTRACTOR will provide a proposed plan to in 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 Facility will provide appropriate facilities at the respective housing unit. Sick call shall be provided in compliance with DC Procedure 403.006.

5.29.3. Emergency Care Services:

5.29.3.1. Emergencies shall be taken to the nearest hospital (all hospitals shall provide emergency care). If an inmate needs 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 that are currently certified by the State of Florida. 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.

5.29.3.2. The following service requirements shall be met to ensure that qualified emergency treatment is provided:

1. In-service education on first aid and emergency procedures.
2. Written policies and procedures concerning emergency transfer and transportation of inmates.
3. Arrangements for emergency 24 hour on-call physician coverage.
4. Coordination with security for arrangements when the emergency transfer of an inmate is indicated.
5. Cardiopulmonary Resuscitation (CPR) Basic Training for all Health Services staff and other designated departmental staff members.

5.29.4. HIV Testing CONTRACTOR shall provide testing for HIV infection under the

following conditions:

1. Upon request by the inmate;
2. When there is evidence that an inmate, while at the Facility, has engaged in high-risk behavior, as established in Section 945.35, Florida Statutes, for transmitting or contracting HIV;
3. If the inmate has a positive tuberculosis skin test or active TB; or
4. Any other condition deemed medically necessary by the appropriate medical practitioner.

5.29.5. Infection Control Program. CONTRACTOR shall provide for an Infection Control Program at the Facility. The program will 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.

5.29.6. Special Medical Programs. CONTRACTOR shall provide a "special medical program" for inmates who require close medical supervision including chronic and convalescent care. The plan of treatment shall include directions for health care staff and correctional staff regarding their roles in the care and supervision of the inmates. The special medical program shall service a broad range of health problems including but not limited to seizure disorders, diabetes, hypertension and AIDS.

5.29.7. Optical Services.

5.29.7.1. CONTRACTOR shall provide for Optical Services, including eye examinations, performed onsite or offsite and in accordance with ACA Standards and DC Health Service Bulletins. A qualified optometrist shall examine inmates with specific complaints. Eyeglasses shall be provided at the inmate's expense unless clinically mandated by an ophthalmologist whereby CONTRACTOR is financially responsible.

5.29.7.2. 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. Eyeglasses shall be obtained by CONTRACTOR, through PRIDE or as otherwise allowed pursuant to section 946.515(2) Florida Statutes.

5.29.8. Infirmiry Care and Hospitalization: CONTRACTOR shall provide Infirmiry care for inmates requiring skilled nursing care, chronic illness care, convalescent

care, and all acute and chronic conditions which can be managed on-site which includes, but is not limited to the following:

- 5.29.8.1. 24-hour coverage, supervised on-site by a Registered Nurse;
- 5.29.8.2. Daily infirmary rounds by nursing staff;
- 5.29.8.3. 24-hour Physician on-call coverage;
- 5.29.8.4. Physician shall conduct infirmary rounds no less than one time per day, Monday through Friday.
- 5.29.8.5. In addition, CONTRACTOR shall develop a manual of nursing care procedures and ensure that a medical record is established for each patient. All infirmary encounters by a health care provider shall be documented in the inmate's medical record.
- 5.29.8.6. 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.
- 5.29.8.7. Those inmates requiring care beyond the capability of the infirmary shall be hospitalized at a licensed community facility. Routine admission from the Facility shall be made to a hospital.
- 5.29.8.8. 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 48 hours of admission.
- 5.29.8.9. Treatment, care or medical procedures including, but not limited to, surgery or prosthetics, initiated at the Facility, shall be completed prior to the clearance of the inmate for transfer to another DC 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 DC and the Department, the inmate may be returned to the sending facility.
- 5.29.8.10. CONTRACTOR shall be responsible for all levels of care, including Secondary or Tertiary level of care, for permanent inmates assigned to the Facility.

5.30. **DENTAL HEALTH SERVICES.**

- 5.30.1. CONTRACTOR will provide inmate dental health services to conform to the DC's Dental Care Manual and the ACA Standards in accordance with:

- 5.30.1.1. Chapter 466, Florida Statutes
- 5.30.1.2. ACA Standards
- 5.30.1.3. American Dental Association Standards
- 5.30.1.4. Florida Board of Dentistry Rules
- 5.30.1.5. Center for Disease Control Standards
- 5.30.1.6. Occupational Safety and Health Administration Standards

5.30.2. 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, endodontic, periodontal 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.

5.30.3. All Facility dentists shall be currently licensed in the State of Florida and be in good standing with the Florida Board of Dentistry. Copies of such licensure shall be maintained by the Facility.

5.30.4. 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 DC's Office of Health Services' Director of Dentistry. CONTRACTOR's provision of dental services shall include the following components:

5.30.4.1. Initial intake screening within five (5) workdays of arrival; and

5.30.4.2. Development of a dental treatment plan that includes:

1. Prioritization of needs;
2. Counseling on oral hygiene;
3. Fillings, cleaning and prosthesis; and
4. Dentistry based on preventive care and complaint-oriented care.

5.31. **MENTAL HEALTH SERVICES:** CONTRACTOR shall provide for comprehensive mental healthcare services at the Facility as set forth in its response to the ITN, attached as Exhibit H. Mental and health care services shall also comply with the ACA Standards. The provision of services shall include the following areas:

5.31.1. **General:**

5.31.1.1. All mental health care shall be provided in such a manner as to maintain the dignity of the inmate and afford him or her a reasonable de-

gree 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 will use only medications listed on the DC's formulary, unless prior authorization is obtained by DMS through the DC's Drug Exception Request process.

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

5.31.1.2.1. 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.

5.31.1.2.2. Alleviation of disabling symptoms of mental disorders.

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

5.31.1.2.4. Provision of clinically necessary and appropriate mental health inpatient care.

#### 5.31.2. Levels of Care

5.31.2.1. 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.

5.31.3. Infirmery Mental Health Care: This level of care must be provided and 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 DC's HSB 15.05.05 and DC'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.

#### 5.31.4. Mental Health Requirements

5.31.4.1. All newly arriving inmates will receive a mental health screening including any medically necessary psychological testing, clinical interview, and/or mental health history psychiatric evaluation. The DC 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 professionals assessment regarding the inmate's potential or actual ability to adapt and adjust successfully to the prison environment.

5.31.4.2. 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.

5.31.4.3. The S-grade is assigned as follows:

1. S-1 = Inmate requires routine care or emergency care.
2. S-2 = Inmate needs ongoing services of outpatient psychology.
3. S-3 = Inmate needs ongoing services of outpatient psychology and outpatient psychiatry. S-3 is also assigned routinely to an inmate who is determined to need psychotropic medication, even if the inmate may be exercising the right to refuse such medication.
4. S-4 = Inmate is assigned to a Transitional Care Unit (TCU) level of care.
5. S-5 = Inmate is assigned to a Crisis Stabilization Unit (CSU) level of care.
6. S-6 = Inmate is assigned to acute psychiatric inpatient care at the Corrections Mental Health Institution units (CMHI units).
7. S-9 = Inmate is in the reception process and is scheduled to be evaluated by a psychiatrist.

- 5.31.4.4. 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.
- 5.31.4.5. 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 (see 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.
- 5.31.4.6. Mental health clinical staff will assess a newly arriving inmate who is classified as S-2 or S-3 within the time frame and guidelines specified in HSB 15.05.18 to assess current functioning and treatment needs.
- 5.31.4.7. A newly arriving inmate who is classified as S-3 shall be continued on any current psychotropic medication and will 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 DC, or if psychotropic medication is initiated on an outpatient basis, the Form DC4-655 Psychiatric Evaluation shall be completed per HSB 15.05.19.
- 5.31.4.8. 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, Florida Statutes, or has full or provisional licensure as a psychologist under Chapter 490, Florida Statutes), or RN Specialist. The interview will 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.



- 5.31.4.9. 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:
1. Assess and prioritize treatment needs;
  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
  3. Document the record review as an incidental note, summarize the relevant history.
- 5.31.4.10. 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).
- 5.31.4.11. 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. 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 will be provided in accordance with HSB 15.05.05.
- 5.31.4.12. 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.
- 5.31.4.13. 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 meet the inmates' identified clinical needs.

- 5.31.4.14. Express and informed consent means consent voluntarily given in writing after provision of a conscientious and sufficient explanation.
- 5.31.4.15. 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. When admitted to an IMR, TCU or CSU, a healthcare professional shall request that the inmate give written informed consent to treatment. The inmate may refuse to consent to treatment, however, the inmate cannot refuse placement.
- 5.31.4.16. 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:
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.
  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 Florida Statutes and Florida Administrative Code, Chapters 33-23 and 33-40.
- 5.31.4.17. 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.

- 5.31.4.18. 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.
- 5.31.4.19. Requests from outside organizations for mental health-related information about inmates will 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).
- 5.31.4.20. Psychological evaluations completed for the Florida Parole Commission also require a signed inmate consent.
- 5.31.4.21. 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:
1. Threats to physically harm self and others.
  2. Threats to escape or otherwise disrupt or breach the security of the institution.
  3. Information about an identifiable minor child or elderly/disabled person is the victim of physical or sexual abuse or neglect.
- 5.31.4.22. 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.)
- 5.31.4.23. Each inmate who receives ongoing mental health services shall have an Individualized Service Plan (ISP) developed in accordance with HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services.
- 5.31.4.24. All non-psychiatric mental health services provided must be directly supervised by the Senior Psychologist who shall assume clinical re-

sponsibility 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.

- 5.31.4.25. 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 Boards.
- 5.31.4.26. 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.
- 5.31.4.27. 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.
- 5.31.4.28. 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.
- 5.31.4.29. Documentation for inmates in confinement settings shall be as follows:
  - 5.31.4.30. 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.
  - 5.31.4.31. Segregated inmates shall be evaluated as follows:
    - 1. S-1 and S-2 inmates must be evaluated within 30 days after being placed in confinement and every 90 days thereafter.

2. S-3 inmates must be evaluated within five (5) days of being placed in confinement and every 30 days thereafter. Since S-3 inmates are seen at least every 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).
- 5.31.4.32. 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 will indicate any discrepancies.
  - 5.31.4.33. 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.
  - 5.31.4.34. CONTRACTOR will 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 will designate the preferred consulting facility for each particular institution.
  - 5.31.4.35. 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.
  - 5.31.4.36. Transfer criteria and procedures are fully described in Procedure 404.003 Mental Health Transfers. All transfers shall be coordinated with the DC's OHS Transfer Coordinator in the

- 5.31.4.37. 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, will be considered as urgent or emergent. CMHI unit referrals are either routine or emergent.
- 5.31.4.38. During regular working hours, 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.
- 5.31.4.39. After regular working hours (and on weekends and holidays), transfers shall be effected by on-site medical staff who shall intervene to manage any mental health emergency according to the protocol established in Procedure 404.003.
- 5.31.4.40. Routine transfers to CMHI are initiated through a consensus reached by a CSU multidisciplinary service team which will request the institutional warden to file a petition with the court in the county where the inmate is housed.
- 5.31.4.41. 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 will 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.
- 5.31.4.42. CONTRACTOR will provide self-harm prevention and mental health crisis services in accordance with Procedure 404.001.
- 5.31.4.43. 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 will 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.

- 5.31.4.44. DC 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.
- 5.31.4.45. Physical force may be used with a mentally disordered inmate only 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 Procedure 602.002 Use of Force in Correctional Facilities, 602.003 Use of Electronic Immobilization Devices, Chemical Agents, Specialty Impact Munitions, Noise Flash Distraction Devices, Pepperball Launching System, and Firearms in Correctional Facilities, HSB 15.02.11 Application of Force for Medical or Mental Health Reasons and HSB/15.05.10 Psychiatric Restraint.
- 5.31.4.46. CONTRACTOR will provide sex offender screening and treatment services in accordance with HSB 15.05.03 Screening and Treatment for Sexual Disorder.
- 5.31.4.47. Mentally retarded 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.
- 5.31.4.48. Mental health staff shall keep track of all mentally retarded inmates so that continuity of care procedures can be undertaken at least 180 days before release (see HSB 15.05.18). Mental health services for inmates identified as mentally retarded will be provided in accordance with HSB 15.03.25., Impaired Inmate Services.
- 5.31.4.49. 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 DC. It may be appropriate, therefore to initiate Baker Act (judicial commitment) proceedings prior to the inmate's release. Baker Act commitment proceedings may only be initiated at CMHI units or a CSU. Where appropriate, mental healthcare staff at other facilities shall immediately transfer

patients who require inpatient care and are approaching end-of-sentence (EOS) to a CSU. The inpatient units shall pursue civil commitment to a mental health receiving facility in accordance with HSB 15.05.05. For emergent cases when the inmate patient may present a danger to self or others due to mental illness upon EOS and there is insufficient time for hospital commitment proceedings, the clinical staff shall initiate a 72 hour involuntary examination under the Baker Act. The inmate patient will be transported to the nearest Baker Act Receiving Facility for evaluation.

5.31.4.50. The required procedure to be followed by CONTRACTOR's staff in aftercare planning for mentally retarded inmates who will need outpatient care is as follows:

5.31.4.51. A continuity of care plan shall be developed for each mentally retarded inmate being released from the DC. Mental health staff shall track (via OBIS) the expiration of sentence of such inmates so that aftercare planning can commence not later than 180 days prior to EOS. Inmates with mental retardation shall be provided outpatient follow-up through the Agency for Persons with Disabilities (APD). The case manager will initiate referral to the appropriate APD district program office at least one hundred fifty (150) days before EOS and provide the following:

1. Name of the inmate and the community where s/he intends to reside.
2. Inmate's expected date of release.
3. Qualifying disability pursuant to Chapter 393, Florida Statutes.

5.31.4.52. The case manager shall ensure that the inmate understands how to apply for services and assists him/her in applying.

5.31.4.53. The required procedure to be followed by CONTRACTOR's staff in aftercare planning for mentally disordered (versus mentally retarded) inmates who will need outpatient care is as follows:

1. Initiate an OBIS referral to the Department of Children and Families' Circuit Aftercare Coordinator to coordinate aftercare planning with the community mental health center that will provide services to the inmate after release.
2. Obtain a signed release of information form from the inmate to the Circuit Aftercare Coordinator and the appropriate community facility.



3. Document all contacts as incidental notes on the DC4-642, Chronological Record of Outpatient Mental Healthcare and file correspondence in the Other Mental Health Related Correspondence section of the health record.
  4. Inform the inmate of his/her appointment verbally and in writing, and send a treatment summary to the community facility thirty (30) days prior to EOS. CONTRACTOR shall comply with all HSBs in providing aftercare planning for mentally disordered inmates.
- 5.31.4.54. Mental health staff is required to provide psychological evaluations for inmates referred by various program areas or by other correctional entities including the Florida Parole Commission and the Interstate Compact Office. The techniques used may vary depending on the nature of the evaluation and the referral question, but will generally require a record review and clinical interview (and may require psychological testing). Evaluations conducted for the Florida Parole Commission and the Interstate Compact Office must be reviewed by the Regional Mental Health Consultant and coordinated with designated Central Office Mental Health staff.
- 5.31.4.55. 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.
- 5.31.4.56. Neurological emergencies, namely epileptic seizures and acute headaches, are not to be handled by mental health services and will be referred to the institutional medical staff.
- 5.31.4.57. 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 will evaluate and render an opinion on the inmate's mental health status.
- 5.31.4.58. The DC utilizes a detailed record-keeping system to document delivery of services to inmates. Accurate and complete documentation will 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 Offender Based Information System (OBIS). All mental health personnel shall attend a three-day course

on utilization of OBIS. Failure to maintain OBIS accurately and promptly by not making all required entries will be considered non-compliance with contract terms and conditions for which breach may be declared.

- 5.31.4.59. 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 Individualized Service Plan (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.
- 5.31.4.60. 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 will be considered non-compliance with contract terms and conditions for which breach may be declared.
- 5.31.4.61. 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.
- 5.31.4.62. 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.
- 5.31.4.63. 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.

- 5.31.4.64. 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.
- 5.31.4.65. 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.
- 5.31.4.66. 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. Problems that are resolved must be indicated on the problem list with date, signature, and stamp.
- 5.31.4.67. Any clinical contact with an inmate will require a progress note which shall be written in SOAP 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 SOAP format. All progress notes whether incidental or SOAP must be dated, timed, signed, and stamped and, when indicated, cross-referenced to a specific problem from the Form DC4-730 Problem List.
- 5.31.4.68. All progress notes concerning outpatient mental healthcare, including incidental and SOAP notes, shall be made in the mental health section of the health record on Form DC4-642 Chronological Record of Outpatient Mental Healthcare.
- 5.31.4.69. Except for group therapy contacts, each clinical encounter shall be documented in SOAP 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

SOAP note after the first group session, after the last group session, and on a monthly basis while the group is in progress. The monthly SOAP 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.

5.31.4.70. 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).

5.31.4.71. When an inmate reaches their end-of-sentence (EOS), the psychological record shall accompany the rest of the inmate's DC records to the DC archives repository at Reception and Medical Center. 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.

5.31.4.72. 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.

5.31.4.73. 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.

5.31.4.74. 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.

5.31.4.75. CONTRACTOR will use the DC's existing information systems (the Offender Based Information System or 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 Offender Based Information System (OBIS) – Health Services (HS) component, plus any other DC system or component developed for Health Services or any DC system or component deemed necessary for Health Services operations. Updates in OBIS shall be entered and completed within five (5) business days of any encounter.

5.31.4.76. CONTRACTOR will make available appropriate personnel for training in the DC's Office Health Services' component of the Offender Based Information System (OBIS-HS). Training will be provided by the DC and will 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. CONTRACTOR shall be allowed an extension of time to complete the training if training is not provided by DC within the 90-day period. Arrangements for the training of new employees, as applicable, will be the responsibility of CONTRACTOR and may be arranged with assistance from the Department. Failure of CONTRACTOR to provide sufficient personnel for training is not an acceptable reason for not maintaining OBIS information. CONTRACTOR will insure OBIS is utilized and maintained per HSB 15.06.04.

5.31.4.77. CONTRACTOR shall comply with applicable continuing requirements as determined by the DC's Deputy Assistant Secretary of Health Services-Clinical for reports to and from the Department, Correctional Medical Authority and the On-Site Contract Monitor.

5.31.4.78. CONTRACTOR will provide a quarterly report listing all CONTRACTOR employed credentialed mental health providers to the On-Site Contract Monitor. This report will 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 terminated employment during the reporting period.

5.31.4.79. CONTRACTOR will self-monitor compliance with performance measures. CONTRACTOR shall provide one quarterly report indicating the compliance rates for each item. The report shall also note any steps taken to correct areas of service where the compliance rate falls below the threshold. This self-monitoring report will be due to the On-Site Contract Monitor no later than twenty-one days after the end of each quarter.

5.31.4.80. The Department reserves the right to require additional reports, ad hoc 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.

5.31.4.81. 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 will make every effort to answer the request as soon as possible so that the Department can respond to the authority or party making the request.

5.31.4.82. The Department and/or the DC may utilize any or all of the following monitoring methodologies in monitoring CONTRACTOR's performance under the Contract and in determining compliance with contract terms and conditions:

1. Desk review of records related to service delivery maintained at the Facility serviced by the Contract (shall include any documents and databases pertaining to the contract and may be based on all documents and data or a sampling of same whether random or statistical);
2. On-site review of records maintained at CONTRACTOR's business location, if applicable;
3. Review of grievances filed by inmates regarding CONTRACTOR's service delivery; and
4. Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies (e.g., DC, Correctional Medical Authority, American Correctional Association, Department of Health, etc.).

## 5.32. PHARMACY SERVICES

5.32.1. CONTRACTOR shall provide sufficient controls over both its contracted and employed physicians/psychiatrists to be able to ensure strict adherence to the DC's

drug formulary (See Exhibit G – DC Formulary). Compliance with the DC's Drug Exception Request (DER) policy is required prior to prescribing any non-formulary medications. Subsets or restricted use of the DC's formulary that effectively limit, in any manner, the use of the DC'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 will 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 will be tracked monthly and reported by CONTRACTOR. Prescribing practices will also be monitored for performance measure compliance.

- 5.32.2. CONTRACTOR shall provide Pharmacy Services and such services will be performed in strict compliance with applicable Florida Statutes, Florida Board of Pharmacy Rules, Federal Drug Enforcement Administration Rules, the DC's policies and procedures and all other applicable rules and regulations referenced herein.
- 5.32.3. The Pharmacy shall be permitted to provide all pharmacy services for medication distribution at the Facility as required by Chapters 465 and 893, Florida Statutes. This may be effected by utilizing on-site pharmacies, mail order pharmacies or any pharmacy process meeting the requirements in this Section.
- 5.32.4. CONTRACTOR shall establish a Facility Pharmacy and Therapeutic Committee that shall make determinations regarding pharmacy services provided by CONTRACTOR.
- 5.32.5. CONTRACTOR shall provide coverage on-site or on-call by a licensed pharmacist 24 hours a day, 7 days a week. Each pharmacist performing services under the Contract shall be reachable by beeper or cell phone.
- 5.32.6. 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 will 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.

- 5.32.7. CONTRACTOR may provide liquid psychotropic medications in unit doses, individually labeled, with manufacturer, lot number, expiration date and date packaged listed. If CONTRACTOR utilizes pill form psychotropic medications, the necessary precautions must be taken to prevent inmate "cheeking" or other means of retaining medications without ingestion.
- 5.32.8. CONTRACTOR shall strictly comply with the DC's Formulary (Exhibit G) in all cases unless the DC approves a medication exception request.
- 5.32.9. CONTRACTOR shall provide other medications in liquid unit dose properly labeled as specified by the CHO. CONTRACTOR shall provide injectable medications as required.
- 5.32.10. 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.
- 5.32.11. In accordance with all governing DC rules and regulations, CONTRACTOR shall provide and fill all prescriptions for inmates leaving on writ or discharge for a maximum of thirty (30) days or in sufficient quantity to complete the current prescription. In no event shall an inmate on maintenance medications be released or sent to another facility without at least seven (7) days supply of such medication. The medication should be provided to the transferring officer along with the transfer summary.
- 5.32.12. CONTRACTOR shall properly package all medications in light- and/or humidity-resistant containers as appropriate.
- 5.32.13. CONTRACTOR shall maintain copies of all prescriptions issued to inmates in a permanent file on-site for a period of three (3) years from the date of last entry in the profile record in compliance with Chapters 465.0155, 465.022 Florida Statute. This record may be a hard copy or a computerized form. Copies will be provided to the DC upon request.
- 5.32.14. CONTRACTOR shall in compliance with 465.005, 465.0155, 465.022 F.S. record 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:



- 5.32.14.1. Name or identification of the patient or resident.
- 5.32.14.2. Name, strength and dosage form of the drug product released.
- 5.32.14.3. Quantity of drug released.
- 5.32.14.4. Date and time of each release of a drug.
- 5.32.14.5. Name of provider pharmacy.
- 5.32.14.6. Prescription number or order number.
- 5.32.14.7. Name of prescribing practitioner.
- 5.32.14.8. Identity of the pharmacist who approved the prescription or order. (initials printed on the label)
- 5.32.14.9. Identity of the person to whom the drug was released.
- 5.32.15. 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 Warden and the DC's Office of Health Services' Director of Pharmacy, or designated representatives of the Department.
- 5.32.16. CONTRACTOR shall package non-controlled, non-abusable medications in not more than a month's supply as directed by the Facility's CHO. If the quantity is larger than 120 tablets, the supply shall be dispensed not to exceed 120 tablets with appropriate refills.
- 5.32.17. 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.
- 5.32.18. CONTRACTOR shall perform in-service training for staff according to a schedule mutually agreed upon and approved by the DC.
- 5.32.19. CONTRACTOR shall provide a licensed pharmacist to perform third party drug utilization reviews as requested by the DC's Clinical Quality Management Committee.
- 5.32.20. 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. One copy shall remain in the pharmacy and a second copy shall be sent to the DC's Director of Pharmacy.

5.32.21. 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.

5.33. **LABORATORY SERVICES**

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

5.33.2. All STAT 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 24 hours.

5.33.3. Non-urgent laboratory services may be provided to the Facility by the DC's laboratory services contracted provider or by CONTRACTOR under a written arrangement. The most cost-effective process may be utilized subject to prior Office of Health Services' approval. However, the subcontracted laboratory must be in compliance with all applicable requirements of Chapter 483, Florida Statutes, 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.

5.33.4. Services shall include, but not be limited to:

5.33.4.1. Laboratory supplies and required equipment (i.e., centrifuges).

5.33.4.2. Pick-up and delivery on a daily basis, or as needed Monday through Friday.

5.33.4.3. Printer installed at the Facility, to provide test results (FACSIMILE NOT ACCEPTABLE).

5.33.4.4. Immediate telephone contact with written reporting capability within 24 hours.

5.33.5. CONTRACTOR will provide a physician/ARNP who shall check, initial and date all laboratory results within an appropriate time, not to exceed 24-hours (weekends excluded) to assess the follow-up care indicated and 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 re-ordering of the lab tests.

5.34. **RADIOLOGY SERVICES**

5.34.1. CONTRACTOR shall provide Radiology Services for all medically necessary and appropriate diagnostic X-ray procedures. All services shall be provided in accordance with applicable state and local regulations for equipment and personnel licensure.

5.34.2. 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 DC 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 within a reasonable time.

5.35. **INMATE PROGRAMMATIC SERVICES**

5.35.1. CONTRACTOR shall provide programmatic services as set forth in its response to the ITN. (See Exhibit H). CONTRACTOR shall provide 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 will be maintained continuously and will 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 shall be reevaluated annually and adjusted as necessary by mutual agreement of the parties through an addendum to the Contract. Any reduction in inmate participation requirements shall be accompanied by a corresponding reduction of the Per Diem Rate.

5.35.2. All programs shall be evidence based and shown through current research to successfully reduce recidivism. Evidence-based interventions and practices have been independently evaluated using sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition and appropriate analysis. Such studies should provide evidence of statistically significant positive effects of adequate effect size and duration for the intended population. In addition, there will be evidence that replication by different implementation teams at different sites is possible with the same positive outcomes. Some interventions and practices meet some, but not all of the above criteria, and pending further research, may be considered "promising". All programs should address specific issues, tasks and skills to be mastered at each stage, to include, but not be limited to, developing job skills, addressing educational deficiencies, addressing denial and to confront the consequences of their substance abuse; identifying self-defeating thoughts and pat-

terns of behavior, learning coping and stress management skills, and developing and identification with a crime-free lifestyle; altering self-defeating thoughts and behavioral patterns, and acknowledging personal responsibilities. Reintegration involves programs targeted at providing inmates the tools to effectively reenter society and become productive members of our communities. Programming should involve a comprehensive case management approach, and assist offenders in a variety of needs. These needs can include drug treatment, vocational training, educational enhancement, and life skills. Many of the inmates sent to the facility will have a substance abuse history and a significant need for treatment. The substance abuse programs offered by the vendor should be the equivalent to the programs offered by the DC. Each inmate shall have a reentry plan to include a comprehensive assessment of the inmate's needs and how these needs will be met with the facilities programming. This plan will be kept in the inmate's file and reviewed twice yearly with the review documented.

5.35.3. In addition, CONTRACTOR may utilize volunteers for programs that will contribute to leisure time, religious educational programs, or that in CONTRACTOR's judgment may contribute to inmates' adjustment in the Facility or upon release. Volunteers shall be screened according to the established DC policy. CONTRACTORS shall develop their own volunteer policy for review by the evaluation committee. All required plans will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the Contract Manager.

5.35.4. 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 vacant positions requirements of the Contract. CONTRACTOR shall propose, achieve and maintain performance measures and goals, for these programs as stated in the ITN and Contract and shall provide the Department 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 programs completed, number of reentry plans completed and reviewed, and/or other information as developed by the Department or the On-Site Contract Monitor.

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

5.35.5.1. Education Programs in compliance with the ACA Standards shall be provided to the inmate population as follows (based on current capacity):

Facility Population	Per Diem		Programming Requirements		
	Moore Haven CF	90%	887	Academic	197
985 Maximum Capacity	^90%	98	Behavioral	128	13%
Adult Male		985	Vocational	177	18%
Medium (77%), Minimum (20%), Community (3%)			Substance Abuse	187	19%
			<b>Total</b>	689	70%

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.

Education Programs shall be in compliance with the ACA Standards. "Participating" shall mean "the inmate is actively attending specified program." CONTRACTOR'S Programmatic Services Plan will include the proposed number of programming slots and whether a program will be offered on a full-time or part-time basis. For purposes of this Section 5.35.5.1., "full-time" shall mean four to six hours per day, and "part-time" shall mean one to three hours per day.

For example, assume a correctional facility currently has a maximum occupancy of 1,000 inmates and currently 200 inmates per day, Monday through Friday, barring 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 1,200 inmates. Under the Contract provision, the CONTRACTOR would now have to maintain inmate enrollment and participation in such programs at 240 inmates per day, Monday through Friday, barring recognized holidays.

If inmates in the facility cannot participate in the programs identified in this Section because they are not eligible, 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, the CONTRACTOR shall provide this information to the On-Site Contract Monitor. 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 will account for inmate program participation and completion

and shall at a minimum provide information that includes the inmate's name, the inmate's DC 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.

The information provided by the CONTRACTOR to the On-Site Contract Manager regarding inmate participation in and completion of these programs shall be provided in sufficient detail to enable the Department to appropriately audit and monitor the CONTRACTOR's compliance with this provision.

Inmate eligibility to participate in such programs shall ultimately be determined by criteria established by DC.

- 5.35.5.2. Vocational Programs that are specialized to meet current needs of the Facility and or the DC. The vocational program will be designed to impart knowledge and develop skills that are essential for success in meeting the needs of the inmates, the Facility and/or the DC, 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 Agency for Workforce Innovation. The DMS suggests that CONTRACTORS review DC's Career & Technical (CTE) Course List.

Vocational programs shall include one or more of the following subjects:

- 5.35.5.2.1. Commercial Driver's License (CDL);
- 5.35.5.2.2. Commercial Foods;

- 5.35.5.2.3. Culinary Arts;
- 5.35.5.2.4. Environmental Services;
- 5.35.5.2.5. Nursery Management;
- 5.35.5.2.6. PC Support; and
- 5.35.5.2.7. Tile Setting
- 5.35.5.2.8. Carpentry
- 5.35.5.2.9. Heating, Ventilation, Air Conditioning and Refrigeration (HVAC)

Additional subjects may be approved by the Department upon request and review.

Academic Programs shall include the following subjects:

- 5.35.5.2.9.1. Literacy;
- 5.35.5.2.9.2. Adult Basic Education I-IV;
- 5.35.5.2.9.3. Pre-GED; and
- 5.35.5.2.9.4. GED classes
- 5.35.5.2.9.5. Post Secondary Programs

Additional subjects may be approved by the Department upon request and review.

5.35.5.3. 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.

5.35.5.4. Intervention classes to offenders with violent histories at a minimum of two (2) 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.

5.35.5.5. Religious Services shall be made available to all inmates who wish to participate in accordance with the ACA Standards and the United States Constitution. 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 De-

partment, then CONTRACTOR shall hire one or more Chaplains at no additional changes in the Per Diem Rate.

5.35.5.6. 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 DC.

5.35.5.7. Wellness Program which includes indoor and outdoor recreation and leisure time programs for the inmates in compliance with the applicable and corresponding Constitutional standards and the ACA Standards.

5.35.5.8. Substance Education and Treatment Program that (i) provides individual and group counseling for inmates, (ii) is a treatment program designed to reduce substance use and abuse, and (iii) is normed for the population of the Facility.

5.35.5.9. Self Help Programs that provide individual and group counseling for inmates as set forth below and that comply with ACA Standards.

5.35.5.9.1. Alcoholics Anonymous

5.35.5.9.2. Narcotics Anonymous

5.35.5.9.3. Tobacco Cessation

5.35.5.10. Program Vacancies: It is understood and agreed that from time to time a vacancy may occur in a program slot required by this Section. 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.



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 Department. The request shall be submitted to the Contract Manager through the Department's On-Site Contract Monitor. The Department shall respond to any such request within three (3) working days.

As long as CONTRACTOR has exercised and continues to exercise due diligence to fill a programming slot, the fact that the slot remains open shall not constitute an Event of Default, but if CONTRACTOR has less than the required number of inmates participating in programming for more than the thirty (30) day allowance, adjustments due to partial performance may be assessed pursuant to Section 7.5.3.

5.36. **PROGRAMMATIC SERVICES PLAN.**

5.36.1. All programs described in CONTRACTOR's Programmatic Services Plan must be offered on a continuous and continual basis. Teacher/instructor ratios are to be reasonable to accomplish the goal, and, once approved, are subject to the vacant positions requirements of the Contract. CONTRACTOR shall achieve and maintain performance measures for these programs indicating whether the programs' goals have been met and, if applicable, the reason why the goals have not been met. CONTRACTOR will report the daily participation for all programs to the On-Site Contract Monitor on a weekly basis. CONTRACTOR shall retain the sign-in sheets for the attendance rosters in each program, and complete the documentation of hours and course completions in OBIS. All programs are subject to reporting requirements of the state and federal government.

5.36.2. Performance Measures and Deliverables. CONTRACTOR shall compile these reports semi-annually and forward them to the On-Site Contract Monitor no later than the first (1st) day of the eighth (8th) month following each six-month reporting period. The measures and deliverables described below will be delivered to the On-Site Contract Monitor no later than February 1 and August 1 each year:

5.36.2.1. Individual Program Plans – Percentage completed on newly arriving inmates. *The number of inmates arriving at the Facility within the six-month reporting period, divided by all inmates who have had an IPP completed.*

5.36.2.2. Academic (As set forth in CONTRACTOR'S ITN Response, Exhibit H. Examples include ABE, Pre-GED, and GED classes)

1. Percentage of inmates enrolled in GED class obtaining a GED

certificate within six months. *The number of inmates obtaining GED certificates within six months of enrolling in a Pre-GED and/or GED course, divided by all inmates who have enrolled in Pre-GED and GED classes.*

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*
3. Percentage of inmates passing the GED test. *The number of inmates obtaining GED certificates divided by all inmates who have taken all subtests of the official GED exam.*
4. Percent of inmates completing mandatory literacy programs (MLP) who score at or above 6th grade level on their next Test of Adult Basic Education (TABE). The MLP is a 150-hour program that is a legislative mandate for applicable offenders as outlined in F.S. 944.801(i). 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 6th grade level on TABE test divided by all inmates completing the literacy program during the time period.*
5. 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.*
6. 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 years divided by the total number of inmates enrolled in academic programs.*

5.36.2.3. Vocational (As set forth in CONTRACTOR'S ITN Response, Exhibit H. Examples include Commercial Vehicle Driving, HVAC, Personal Computer Support Services, Culinary Arts/Institutional Cooking, and Landscaping)

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.*

2. Average number of occupational completion points (or equivalent) earned by 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 a 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.*
3. Percent of inmates enrolled in vocational programs that have an expected release date within three years. *Number of inmates who are currently enrolled in vocational programs and have an expected release date within three years divided by all inmates enrolled in vocational programs.*

5.36.2.4. Substance Abuse (As set forth in CONTRACTOR'S ITN Response, Exhibit H. Examples include Psycho-Educational Classes, Reactive and Preventive Counseling and Cognitive-Behavior Treatment)

1. At least 90% of inmates enrolled in substance abuse treatment programs will 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.*
2. At least 60% of inmates enrolled in substance abuse treatment programs will successfully complete Drug Abuse Education/Treatment programs. *Number of inmates assigned to drug abuse education/treatment who successfully completed the program divided by the number of all inmates exiting drug abuse education/treatment programs. Inmates who are administratively transferred out of the Facility by the State shall be excluded from this calculation.*
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.*
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.*

5.36.2.5. Behavioral (As set forth in CONTRACTOR'S ITN Response, Exhibit H. Examples include Transition, Life Skills, and Cognitive-Behavioral Programming)

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.*
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.*
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.*
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.*

5.37. INMATE LAUNDRY AND CLOTHING. CONTRACTOR will furnish uniforms, including shoes, for inmates that will be properly sized and fitted, climatically suitable, durable and presentable. CONTRACTOR will comply with DC's Notice of Instruction 1-071 "Inmate Health and Comfort Items – Issuance." CONTRACTOR will 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:

- 5.37.1. Regular changes of clothing;
- 5.37.2. Toothbrush & toothpaste;
- 5.37.3. Disposable razor (except where prohibited);
- 5.37.4. Bath soap;
- 5.37.5. Toilet paper;
- 5.37.6. Specialized clothing for inmates who are involved in activities such as food service, maintenance; and

5.37.7. Clean bedding and linen.

5.38. **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 will continue to accrue to either the inmate or the State and CONTRACTOR will have no claim to any part of inmates' earnings. CONTRACTOR shall comply with Florida Statutes regarding inmate earnings distribution.

5.39. **LIBRARY.**

5.39.1. CONTRACTOR shall provide an inmate law library in compliance with the Florida Administrative Code 33-501.301, DC's Policy 501.301, and ACA Standards. The institution librarians shall conduct an annual inventory of their collections and report any missing items. This report will be submitted to the DC's Library Services Administrator and the On-Site Contract Monitor. This yearly report for the law library will include a list of missing items and a list of items on the shelf that are not included on the inventory form. The yearly report is due by July 15 annually. 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 will be submitted monthly to the On-Site Contract Monitor and the DC per DC Procedure 501.301. The Law Library at the Facility will be designated as a major collection. This report will 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, will be used to submit the monthly report for the law library.

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

5.40. **ACCESS TO COURTS.** CONTRACTOR shall provide inmates access to courts in compliance with the ACA Standards and the United States Constitution.

5.41. **STAFFING REQUIREMENTS.**

5.41.1. CONTRACTOR shall provide sufficient, qualified personnel to oversee and carry out the required operations of the Facility as specified by DC'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 will have a post order with sufficient detail to ensure the security person filling the position can accomplish all tasks. Job descriptions will be reviewed annually. Documentation of review and any suggested revisions will be submitted to the On-Site Contract Monitor with all revisions being approved by the Contract Manager. CONTRACTOR will provide updated information on the Automated Training Management System (ATMS). All terminations for cause will have appropriate comments added to the termination reason in the ATMS Correctional officer certification standards are established by the Florida Department of Law Enforcement, which oversees several academies across the state. Please contact the appropriate academy for their costs and application process. For a list of certified criminal justice training facilities please see the following webpage: [http://www.fdle.state.fl.us/cjst/Training Resources/training\\_centers.html](http://www.fdle.state.fl.us/cjst/Training_Resources/training_centers.html).

5.41.2. Equal Employment Opportunity: CONTRACTOR shall provide written procedures on equal opportunity practices relating to recruitment, examination, appointment, training, promotion, demotion, compensation, retention, discipline, separation, or other employment practices. 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 bonafide occupational qualification necessary to perform the tasks associated with the position. CONTRACTOR is responsible for maintaining records as required by the federal Equal Opportunity Act.

5.41.3. Vacancies:

5.41.3.1. 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 such as training. A vacancy also does not occur when a non-inmate-contact position is filled with a person on FDLE temporary employment authorization. In

the case of a vacancy, CONTRACTOR may arrange for the services to be provided by another appropriately qualified employee, subject to the overtime restrictions in Sections 5.25.7.6 and 6.3.4, so long as the service is actually provided on the shift or during the hours.

5.41.3.2. CONTRACTOR agrees to exercise due diligence to attempt to fill any vacant security or non-security positions within thirty-five (35) days after the date upon which the position becomes vacant. If CONTRACTOR anticipates a problem in filling a vacant position within the thirty-five (35) 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 Contract Manager and the Department's On-Site Contract Monitor. The Department shall respond to any such request within three (3) working days. Positions not filled with permanent employees or contracted staff will incur vacancy deductions until the position is filled. A list of vacant positions along with position control documentation must be provided to the Department's On-Site Contract Monitor to be included on the monthly vacancy report submitted to the Department. Where contracted staff is utilized, CONTRACTOR must submit the invoice relative to payment for such contracted staff, reflecting dates of service and costs, to the Department'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 times. The Department 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.

5.41.3.3. 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 will be made from the monthly per diem paid by the Department using the 365-day method inclusive of benefits, until such time as the position is filled permanently or with contracted staff.

5.41.3.4. These deductions will be based on the minimum salary level of the staff member's position as established in Exhibit B, to be provided by the CONTRACTOR. Exhibit B also includes all positions, corresponding

job codes, minimum and maximum salary levels, level of education, and whether certification is required for the position.

5.41.3.5. The time taken by the Department to approve personnel to work under the Contract will not be included in deductions from the vacancy allowances. Currently, the turnaround time for receiving reports from FDLE is less than two days. The Department's turnaround time depends on several factors. If the reports contain no negative information, CONTRACTOR will be notified the same day the report is read. However, if there is negative information, CONTRACTOR will be contacted the same day with a request for additional information. Time taken by the CONTRACTOR to obtain additional information in response to an FDLE report containing negative information will be included in deductions from the vacancy allowances. CONTRACTOR shall contact the applicant and request that this information be sent to CONTRACTOR. CONTRACTOR, in turn, can fax or email the requested documentation to the Department. Within one (1) to two (2) business days of receiving the documentation from CONTRACTOR, the Committee meets to decide employment eligibility and make a recommendation to the Contract Manager. CONTRACTOR will be notified the same day the Department makes its final determination by the Contract Manager.

5.41.4. Staff Health Requirements: CONTRACTOR shall have all staff tested annually for Tuberculosis, and inoculated for Hepatitis B per the DC's Blood Borne Pathogens Manual and applicable ACA Standards.

5.41.5. Minimum Required Staffing Positions: As provided by ACA.

5.41.5.1. 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.

5.41.5.2. Staff Conduct: CONTRACTOR shall ensure that all staff adheres to the following requirements for conduct:

5.41.5.2.1. CONTRACTOR or staff shall not display favoritism to or preferential treatment of, one inmate or group of inmates over another.

5.41.5.2.2. CONTRACTOR or staff shall not display any favoritism or preferential treatment to family, friends of employees or inmate family members.



- 5.41.5.2.3. 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.
- 5.41.5.2.4. 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 formerly 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.
- 5.41.5.2.5. CONTRACTOR or staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon CONTRACTOR or the Department or the DC. 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 will notify the On-Site Contract Monitor immediately. The employee will be responsible for providing the probable cause affidavit of the arrest to the Human Resource Personnel who will forward it to the On-Site Contract Monitor who will forward it to the Department. The Personnel Review Committee will meet within three (3) days to determine whether employee may continue reporting for duty at the Facility. During this time, the employee may not perform work under this Contract; provided, however, that employees with a misdemeanor arrest not involving violence may be permitted to work under the Contract pending the Personnel Review Committee decision. The Department will make the final determination of whether employee will be permitted to continue to work under the Contract.
- 5.41.5.2.6. 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.

5.41.5.2.7. CONTRACTOR shall report any violations detailed above and any other incident requiring investigation by CONTRACTOR in writing to the Contract Manager within 24 hours of CONTRACTOR's knowledge of the incident.

5.41.5.2.8. 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.

5.41.5.3. Criminal History Check:

5.41.5.3.1. In accordance with Section 110.1127, Florida Statutes "Each employing agency shall designate those employee positions that, because of the special trust or responsibility or sensitive location of those positions, require that persons occupying those positions be subject to a security background check, including fingerprinting, as a condition of employment." The operation of a correctional facility is a highly important and highly sensitive function of state government. The integrity, safety, and security of a correctional facility are dependent upon the integrity, responsibility, and reliability of its staff. Therefore, the DMS requires all individuals seeking employment at private correctional facilities to submit fingerprints for a background investigation to be conducted to determine eligibility for employment. This will include all subcontractors working near inmates or on the compound in any capacity. Fees associated with the background checks will be CONTRACTOR's responsibility. Currently, the turnaround time for receiving reports from FDLE is less than two days. DMS' turnaround time depends on several factors. If the reports contain no history of criminal activity/arrests, the CONTRACTOR is notified the same day the report is reviewed. However, if there is a history of criminal activity/arrests, the Facility is contacted the same day with a request for additional information. The CONTRACTOR shall contact the applicant and request that this information be sent to the Facility. The CONTRACTOR, in turn,

can fax, scan or email the requested documentation to the Department. Within one (1) to two (2) business days of receiving the documentation from the Facility, the Committee meets to decide employment eligibility and make a recommendation to the Contract Manager. CONTRACTOR will be notified the same day the Department makes its final determination by the Contract Manager.

5.41.5.3.2. As part of the pre-employment criminal history check, CONTRACTOR shall subject its officers, employees or agents, and any subcontractor or subcontracted staff performing operational and/or management services at the Facility, at CONTRACTOR's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) criminal history check. Random criminal history checks may be conducted at any time during the contract period. In order to carry out this criminal history check, CONTRACTOR shall submit to the Department, prior to commencing services and upon request, the following data for any individual CONTRACTOR or subcontractor's staff assigned to the contract: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The Department has full discretion to require CONTRACTOR to disqualify, prevent, or remove any staff from any work under the Contract. The Department is under no obligation to inform CONTRACTOR of the records check findings or the criteria for disqualification or removal. All name changes will be sent to the On-Site Contract Monitor as well as the Department and noted on the Position Control Logs monthly.

5.41.5.3.3. 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 will not hire an employee who has close friends or family members under

the care, custody or control of the Department of Corrections at the Facility without permission, in writing, by the Contract Manager.

5.41.5.3.4. CONTRACTOR shall require that all current, potential employees, and subcontractors provide the details of any and all criminal activity, including official court information, involving felonies or first degree misdemeanor charges to the Department. The employee must provide all court disposition documentation showing that all court obligations have been satisfied to the Department for employment-eligibility determination. CONTRACTOR will not employ any person who has not been approved by the Department 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 Department.

5.41.5.3.5. CONTRACTOR shall ensure that the Department is provided the information needed to conduct the NCIC/FCIC criminal history check prior to any new CONTRACTOR or subcontractor staff being hired or assigned to work under the Contract. CONTRACTOR shall not offer employment to any individual or assign any individual to work in accordance with the Contract, who has not had an NCIC/FCIC criminal history check conducted and employment approved by the Department.

5.41.5.3.6. CONTRACTOR shall not hire any individual to provide services as described in this Contract who has been barred from any Department, DC or other criminal justice facility. CONTRACTOR shall immediately report to the Department any new arrest, criminal charges or convictions of any current officer, agent or employee performing services under the Contract and will prohibit that staff from working until cleared by the Department.

5.42. **RECORDS AND DOCUMENTATION.**

5.42.1. Records Maintenance: CONTRACTOR will provide a records and reporting system both manual and computerized, for Facility operations that includes the list below and is compatible with that used by the DC. Further, CONTRACTOR's sys-

tem will be in compliance with federal, state, and local laws governing confidentiality and will identify and limit those persons who have control or access. The system will provide for the following:

- 5.42.1.1. Provision of all reports and records necessary for monitoring of any court-ordered compliance.
- 5.42.1.2. 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, reentry plan, classification and counseling records, dental, psychiatric and medical records;
- 5.42.1.3. Signed release of information forms;
- 5.42.1.4. Appropriate transfer documentation as to legal authority to accept the inmate;
- 5.42.1.5. Referrals to other agencies;
- 5.42.1.6. Confidentiality and safeguarding of case records to ensure against unauthorized and improper disclosure;
- 5.42.1.7. Maintenance of records and reports; and
- 5.42.1.8. The retention and storage of logs and records in a manner consistent with DC policy and Florida law.

5.42.2. Management Information System:

- 5.42.2.1. CONTRACTOR shall install a fully compatible electronic data processing (EDP) System to Access the Florida Offender Based Management Information System (OBIS) for information purposes with regard to inmate transfer, inmate financial records, and classification and health services. CONTRACTOR will 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 will 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 will provide the On-Site Contract Monitor with access to personnel systems to ensure contract compliance.
- 5.42.2.2. Workstations must conform to Department standards such as Windows XP SP2, MS Office 2007, IE 7, viral protection software and 3270 emulation. CONTRACTOR employees can connect to the DC's Offender Based Information System (OBIS) through the workstations once

approved by the DC's Bureau of Technology Services. The DC will supply a router to CONTRACTOR's corporate office that will facilitate a VPN connection to OBIS. Approved CONTRACTOR employees will be granted restricted access to OBIS through the Department's security management system and access request process. CONTRACTOR will purchase the VPN connection from Florida's Department of Management Services. CONTRACTOR will provide the On-Site Contract Monitor with a computer and workstation.

5.43. **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.

5.44. **ON-SITE CONTRACT MONITOR.** The On-Site Contract Monitor or the Department designee will be the official liaison between the Department and CONTRACTOR. All official communications shall take place between the On-Site Contract Monitor and CONTRACTOR, unless the Department directs otherwise. All other communication between the Department's employees and CONTRACTOR shall be managed according to policies adopted by both parties. CONTRACTOR shall make work space available at the Facility to the On-Site Contract Monitor, which must be approved by the Contract Manager.

5.45. **MONITORING AND EVALUATION.**

5.45.1. **Contract Monitoring/Performance Evaluation Monitoring**

5.45.1.1. At its discretion, the Department will 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 Standards, Florida Administrative Code, DMS and DC guidelines, specifications of the Contract, Court Orders and Decrees. DC will also provide audits and reviews and will have the same access as DMS employees.

5.45.1.2. The On-Site Contract Monitor or designated representatives or employees of the Department shall conduct inspections as deemed necessary. The Department 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 the Contract; provided, however, such access does not include CONTRACTOR's non-public or proprie-

tary information, including financial records that are not related to Contract compliance.

5.45.1.3. The Department will use the Private Prison Program Accountability Management System (PPPAMS) tool.

5.45.1.4. The Department's monitoring activities shall include review of sub-contracts as previously described herein. The On-Site Contract Monitor shall provide CONTRACTOR, in writing, the results of monitoring/inspection activities conducted. If CONTRACTOR's 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.

5.45.1.5. The cost of the On-Site Contract Monitor will be a deduction from the monthly management payment to CONTRACTOR. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

5.45.1.6. Pursuant to F.S. 957.04(1)(a)3.g. Contract Requirements, compensation will be adjusted monthly of the On-Site Contract Monitor. Additional deductions will be made for any ad valorem taxes or payment in lieu of such taxes that may become due on the Facility pursuant to judicial determination or legislative mandate.

5.45.1.7. The Department's On-Site Contract Monitor or designated Department staff will 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:

5.45.1.7.1. Security

5.45.1.7.2. Inmate Management and Control

5.45.1.7.3. Inmate Programs and Services

5.45.1.7.4. Facility Safety and Sanitation

5.45.1.7.5. Administration

5.45.1.7.6. Food Service

5.45.1.7.7. Personnel Practices and Training

5.45.1.7.8. Inmate Health Services

5.45.1.7.9. Inmate Discipline

5.45.1.7.10. Fiscal Accountability

5.45.1.8. In addition to monitoring the performance of CONTRACTOR's operations, the Facility may be compared to the performance of the State in operating like facilities. CONTRACTOR shall supply all data related to performance of the Contract necessary to conduct such evaluations, excluding any data protected by law. In evaluating CONTRACTOR's performance, the Department shall consider the specific areas identified above. The information provided will be in a form and format compatible with the Private Prison Monitoring System and at this time the Private Prison Accounting Management Systems (PPAMS).

5.45.2. Self-Monitoring. CONTRACTOR shall designate an employee as the staff member responsible for continuous self-monitoring of the Facility, for both Facility-level and corporate-level monitoring. CONTRACTOR shall designate an employee as the staff member responsible for continuous self-monitoring of the Facility. CONTRACTOR shall provide the results and/or documentation of all the self-monitoring to the On-Site Contract Monitor no later than the 20th day of the following calendar month.

5.46. **INMATE REINTEGRATION PROGRAM**. CONTRACTOR will provide an Inmate Reintegration Program which provides for the following:

5.46.1. Treatment Program Counseling which will provide individual and group counseling for inmates which will 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 Sections 5.28.4, 5.35.2 and 5.36.2.

5.46.2. Volunteer Programs which will 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.

5.46.3. Education Programs in compliance with the Department of Education, DC and DMS policy, and ACA Standards.

5.46.4. Inmate Work Programs in compliance with the DC and DMS policy, and ACA Standards. All inmates will be required to keep their living areas clean. Work opportunities will be available in the food service, laundry, maintenance shop, warehouse, and utility squads. The DC will be responsible for approving gain time credit for labor performed. CONTRACTOR will 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 the Contract Documents. 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, both in the State of Florida and in the fields of training being offered; salary range of the jobs available; and qualifications necessary for the jobs.

- 5.47. **RECREATION.** CONTRACTOR will provide indoor and outdoor recreation and leisure time programs as specified in its response to the ITN for the inmates in compliance with the ACA Standards.
- 5.48. **SAFETY AND EMERGENCY PROCEDURES.** CONTRACTOR will operate and maintain the Facility in compliance with applicable federal, state and local safety and fire codes and in accordance with the ACA Standards and DC Policy.
- 5.49. **PRISON RAPE ELIMINATION ACT (PREA).** CONTRACTOR must comply with the Prison Rape Elimination Act of 2003, 42 U.S.C. §§ 15601-15609, Public Law 108-79-September 4, 2003. Further, CONTRACTOR must comply with DC Procedure 108.010 and all other Florida laws and policies implementing PREA.
- 5.50. **INCIDENT REPORTING.**
- 5.50.1. CONTRACTOR will follow the policies and procedures established by the DC and the Department in the reporting of incidents occurring at the Facility, including DC Procedure 602.008 – Incident Reports - Institutions. The On-Site Contract Monitor shall be notified within 24 hours of CONTRACTOR discovering any incident occurring at the Facility.
- 5.50.2. Incidents that must be reported in compliance with this Section shall include any serious or unusual incident that (i) involves the Facility, staff, inmates, volunteers, visitors, or members of the general public, and (ii) disrupts or has the potential to disrupt the normal operations of the Facility. The term “incident” may include an accident involving possible injury to a person or damage to equipment, a suspicious action or occurrence, or other circumstance which could impact the operation of the Facility.
- 5.50.3. Any investigation undertaken by CONTRACTOR’s inspector into rule or statutory violations by staff or inmates at the Facility shall be completed and disciplinary action, if any, taken no later than 90 days from the date the allegation of wrongdoing was first reported. This deadline shall be extended to the extent a delay is caused by circumstances outside the CONTRACTOR’s control. For purposes of this provision, disciplinary action as it relates to employees includes administrative leave pending the outcome of any related external investigation or criminal or civil legal proceeding.

5.51. **RULES AND REGULATIONS.**

5.51.1. CONTRACTOR shall agree to comply with all state and federal constitutional requirements, laws, Court Orders, and ACA Standards (whether mandatory or non-mandatory), the Florida Department of Corrections' rules, policies and procedures (unless in contravention with corresponding ACA standards), and any federal, state, local law or regulation or court order applicable to the Florida Department of Corrections. CONTRACTOR shall demonstrate knowledge of and compliance with all rules and regulations mentioned above, including ACA Standards.

5.51.2. The Facility and services provided must meet all applicable local, state and federal ordinances, laws, rules and regulations governing the operation of a state correctional facility. In addition, CONTRACTOR agrees to adhere to all standards applicable to the operation and management of the Facility. Such adherence shall include, but not be limited to all applicable Department of Corrections' and Department of Management Services' Administrative Rules and, Procedures and DC Health Service Bulletins that pertain to the care, custody and control of inmates. CONTRACTOR is responsible for being familiar with and obtaining copies of current versions of such standards, manuals, procedures, etc. and any subsequent revisions and/or addenda thereto. Should local, state, federal or program requirements change during the course of the Contract, the updated regulations and requirements will take precedence. The laws, rules and regulations referenced in the Contract Documents are incorporated herein by reference and made a part of hereof. Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, or Department or DC policy or regulations will be made in accordance with Section 7.4.

5.51.3. The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems is necessary to protect the best interests of the State of Florida and the health, safety and welfare of the inmates and of the general public which are served by the Department, either directly or indirectly, through these services.

5.51.4. The specific rules, procedures and regulations identified below or elsewhere in this Section are not listed to the exclusion of any other rules, procedures and regulations required throughout the Contract Documents. The Department will monitor CONTRACTOR to ensure compliance with all rules, regulations and re-

quirements contained herein.

5.52. **CONTRACT COMMUNICATIONS.** Contract communications will be in three forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

5.52.1. **Routine** All normal written communications generated by either party relating to performance of the scope of services. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.

5.52.2. **Informal** Special written communications deemed necessary based upon either contract compliance or quality of service issues. Informal contract communications must be acknowledged or responded to within fifteen (15) calendar days of receipt.

5.52.3. **Formal** The same as informal but more limited in nature and usually reserved for significant issues such as breach of contract, failure to provide satisfactory performance, changes in compensation pursuant to Section 7.5, or termination or any other remedial action taken under the Contract. Formal communications shall also include requests for changes in the scope of service and billing adjustments. Formal contract communications must be acknowledged upon receipt and responded to within seven (7) days of receipt.

5.52.4. CONTRACTOR shall respond to Informal and Formal communications in the same format or medium as the originating communication. All written communications (fax, e-mail, letter) shall include signature and, where appropriate, a follow-up hard copy by mail. The only personnel authorized to use formal contract communications are the Department Contract Manager, Contract Administrator, and CONTRACTOR's President (or equivalent title) or their designee. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

5.52.5. If there is an urgent administrative problem, the Department shall make contact with CONTRACTOR and CONTRACTOR shall orally respond to the Contract Manager within two (2) hours. If a non urgent administrative problem occurs, the Department shall make contact with CONTRACTOR and CONTRACTOR shall orally respond to the Contract Manager within forty eight (48) hours. CONTRACTOR or designee at the facility shall respond to inquiries from the Department by providing the necessary.

## 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 Department, or the DC any leave, retirement, insurance, bonding or any other benefit afforded to the employees of the State, the Department, or the DC as a result of this Contract. CONTRACTOR, its agents, and employees shall not be considered agents or employees of the State, the Department, or the DC.

6.2. **SUBCONTRACTORS.**

6.2.1. CONTRACTOR may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract, provided the Department reviews all procedural, and operational and fixed capital outlay project plans and provides written approval, which approval may not be unreasonably withheld. CONTRACTOR shall competitively procure all subcontracts with the intention to maximize competition and ensure the greatest savings possible for the state unless exempted by the Contract Manager based on a reasonable business case which may include the existence of a national vendor contract or an emergency. All subcontractors must be registered and authorized to conduct business in the state of Florida. CONTRACTOR shall furnish to the Department'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 Department and any subcontractor and the Department 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 Department in any manner and shall not be included in contract negotiations, renewals, audits or any other discussions except at the request of the Department.

6.2.2. The Department encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its Contracts. CONTRACTOR agrees to (i) reasonably consider such business enterprises the awarding of subcontracts, (ii) comply with all controlling laws and regulations respecting the participation of such business enterprises in the provision of the contracted services, and (iii) reasonably cooperate in any studies or surveys as may be conducted by the State to determine the extent of the CONTRACTOR'S compliance with this Section.

6.3. **PERSONNEL.**

- 6.3.1. 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 will provide an organization chart to include all positions within the facility, indicating which positions are certified, critical complement and mission critical.
- 6.3.2. CONTRACTOR will provide the Department with a finalized staffing pattern prior to the Service Commencement Date. Positions will be staffed with qualified employees in accordance with the staffing pattern attached hereto in Exhibit I, to be provided by the CONTRACTOR. CONTRACTOR's staffing pattern must be submitted and approved by the Contract Manager prior to the Service Commencement Date. Any modifications to the position requirements or the staffing pattern must be approved in writing by the Contract Manager. All name changes will be sent to the On-Site Contract Monitor and noted on the Position Control Logs monthly. Exhibit B, to be provided by the CONTRACTOR includes all positions, job codes and the minimum and maximum salary for each position. This document will 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.
- 6.3.3. Sufficient certified security staff shall be employed at all times to assure that all positions identified as critical complement on the approved staffing pattern, are manned for each shift, unless a departure from the staffing pattern has been approved in writing by the Contract Manager. Critical positions shall not be filled with Temporary Employment Authorizations (TEAs). 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. The approved staffing pattern is attached in Exhibit I and herein incorporated by reference. CONTRACTOR will provide a finalized chart for each shift indicating critical complement and positions required to be filled. 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 will also indicate which officers are considered part-time.
- 6.3.4. Part-time correctional officers may be used as long as they are fully trained and licensed. The use of part-time correctional officers will be limited to a maximum of 32 hours per officer per week, and a total not to exceed 1440 hours per week for the Facility. The use of part-time staff in management positions is forbidden. Full-time correctional officers shall each be limited to no more than 32 hours of

overtime in any two-week period. The Department reserves the right to authorize exceptions to this Section.

6.3.5. CONTRACTOR shall conduct monthly random drug testing to include anabolic steroid and drug testing of 5% of all certified staff, subject to Florida Administrative Code and Florida Statutes. CONTRACTOR shall provide the plan for conducting these tests 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 will indicate which officers were tested, date tested, the result, and how the random 5% sample was selected

6.3.6. The employment of unauthorized aliens by CONTRACTOR or any subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR or subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.

6.4. **TRAINING.** CONTRACTOR will provide training programs in compliance with the ACA Standards, Chapter 943 and Section 957.05, Florida Statutes, the Florida Department of Law Enforcement, Division of Training, and Chapter 33, Florida Administrative Code. CONTRACTOR will provide a monthly report detailing training provided to personnel. The training curriculum must be approved by an appropriate oversight governing body. The report will 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.

## 7. COMPENSATIONS AND ADJUSTMENTS

7.1. **MANAGEMENT PAYMENT.** This payment reflects operating costs and does not include debt service numbers. Compensation will be based on two (2) Per Diem Rates: the first rate is based on 90% occupancy and the second rate is based on the number of inmates exceeding the 90% occupancy.

7.1.1. The Department will compensate CONTRACTOR at the following Per Diem Rates (inmate, per day) for the initial term of the contract.

7.1.1.1. \$52.01 times the minimum occupancy of 90%

7.1.1.2. \$15.30 for each inmate over the minimum occupancy rate of 90%;

7.1.1.3. \$48.36 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 \$16,416.67

7.1.1.4.2. The On-Site Contract Monitor set forth in Section 5.44, in the monthly amount of \$5,395.80.

- 7.1.1.4.3. Any property 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, Florida Statutes.
- 7.1.2. If the parties renew the Contract pursuant to Section 3.1, the Per Diem Rates shall be as follows as of August 1, 2013:
  - 7.1.2.1. \$55.29 times the minimum occupancy of 90%
  - 7.1.2.2. \$16.50 for each inmate over the minimum occupancy rate of 90%;
  - 7.1.2.3. \$51.43 blended Per Diem.
- 7.1.3. If the parties renew the Contract a second time pursuant to Section 3.1, the Per Diem Rates shall be as follows as of August 1, 2015:
  - 7.1.3.1. \$58.11 times the minimum occupancy of 90%
  - 7.1.3.2. \$17.21 for each inmate over the minimum occupancy rate of 90%;
  - 7.1.3.3. \$54.04 blended Per Diem.
- 7.1.4. Regardless of the number of inmates incarcerated at the Facility, CONTRACTOR is guaranteed an amount equal to 90% occupancy (887 inmates) times the 90% Per Diem Rate subject to legislative appropriations. This guarantee may be subject to the following: adjustments to compensation as set forth in Section 7.5; deductions due to position vacancies as set forth in Section 5.41; deductions due to program vacancies as set forth in Section 5.35; deductions for reimbursement of the On-Site Contract Monitor as set forth above; deductions for the maintenance reserve as set forth in Section 4.9; ad valorem taxes and/or PILOT payments required to be paid by CONTRACTOR by judicial determination or legislative mandate, as set forth in Section 11.7; and any other deduction or charge permitted in this Contract.

7.2. **INVOICES.**

- 7.2.1. CONTRACTOR shall submit monthly invoices within ten (10) working days of the month end, in a format acceptable to the accounting department of the DC, 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 will reflect the prison population for each day, midnight count, times the security per diem minus adjustments allowed in the Contract. The invoice will reflect a separate per diem for programs provided by CONTRACTOR. The DC will verify the daily inmate population count. If there is a discrepancy between CONTRACTOR's and the DC's counts, the DC's count will be used in calculating the per diem payment. Invoices will be adjusted as specified in the Contract.

7.2.2. CONTRACTOR will provide required documentation for the invoice to the On-Site Contract Monitor each month when the invoice is submitted to the Department's Contract Manager. The Department's On-Site Contract Monitor or his/her successor shall be responsible for enforcing performance of the Contract terms and conditions and he/she shall serve as liaison between CONTRACTOR and the Department and shall approve all invoices for payment pursuant to Chapter 215, Florida Statutes.

7.2.3. Submit to:

Bureau Chief  
Bureau of Finance and Accounting  
Florida Department of Corrections  
2601 Blairstone Road  
Tallahassee, Florida 32399-2500

AND

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

7.3. **INTEREST PENALTIES.**

7.3.1. Payment shall be made in accordance with Sections 215.422 and 55.03, Florida Statutes, which state CONTRACTOR's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. CONTRACTOR and subcontractors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

7.3.2. If a payment is not available within forty (40) days, a separate interest penalty, established annually by the Chief Financial Officer pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to CONTRACTOR. The interest rate for calendar year 2010 is 0.0001644 percent per day (8.0% per annum). The interest penalty provision applies after a thirty-five (35) day time period to health care providers, as defined by rule. Interest



penalties of less than one (1) dollar will not be enforced unless CONTRACTOR requests payment. Invoices which are returned to CONTRACTOR due to CONTRACTOR's preparation errors will result in a delay in the payment. The applicable time period does not commence until a properly completed invoice is received by the Department.

7.3.3. A contractor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline at (800)848-3792.

7.4. **ADJUSTMENTS DUE TO CHANGES IN STANDARDS OR UNFORESEEN CIRCUMSTANCES.**

The Department recognizes that CONTRACTOR has entered into this Contract based upon the ACA Standards, DC or DMS policies, procedures, rules, bulletins, technical instructions and laws in effect as of the Effective Date. If there are changes in these 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 will provide the Department written notice and documentation supporting an adjustment to compensation. The Department will review and not unreasonably deny the adjustment to compensation. The Department 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 of 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 the Contract Documents, any adjustment to compensation to cover changes in the ACA Standards or Unforeseen Circumstances which changes the scope of services, shall be subject to adequacy of appropriated funds, sufficient to cover the compensation change.

7.5. **ADJUSTMENTS DUE TO PARTIAL PERFORMANCE.** The Per Diem payment set forth in Section 7.1 assumes the services required under this Contract are fully performed. If the services are not fully performed, the Department will be entitled to an adjustment to compensation, as set forth below, to be credited against CONTRACTOR'S monthly invoice. The credits are a reasonable approximation of the contract price allocable to those services. The credits are not intended to be a penalty on the Service Provider and the Department may waive the credits in a particular case if the Department determines in its discretion that the credits are not warranted. For services to be performed on a constant or daily basis, the credits will 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 will 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 Department's right to pursue any remedies or other damages under Section 10 of this Contract. Prior to exer-

cising its rights under this Section 7.5, the Department will communicate in writing to CONTRACTOR the reasons why the credit is due and give CONTRACTOR at least twenty (20) days to correct the non-performance and submit an action plan for avoiding future non-performances. This opportunity to avoid the credit adjustment by correcting the non-performance and submitting an action plan shall not apply in the event of successive or repeated non-performances of the same nature. The credits are as follows:

7.5.1. Service Area One: Security and control, ACA Accreditation, Health Services, Use of Force, Escapes, Contract Monitoring.

7.5.1.1. Failure to Provide Services - \$5,000

7.5.1.2. Failure to Document - \$1,000

7.5.1.3. Failure to Report - \$2,500

7.5.1.4. Failure to Comply with Other Applicable Requirements - \$1,500

7.5.2. Service Area Two: Sanitation and Hygiene, Food Service, Mail, Religion, Access to Court, Inmate Discipline, Grievance, Visitation, Records and Reports, Employee Qualifications and Training.

7.5.2.1. Failure to Provide Services - \$2,500

7.5.2.2. Failure to Document - \$750

7.5.2.3. Failure to Report - \$1,000

7.5.2.4. Failure to Comply with Other Applicable Requirements - \$1,000

7.5.3. Service Area Three: Operating Standards, Transportation, Maintenance, Repairs and Replacements, Inmate Work, Academic & Vocational Training, Sentence Computation Data, Classification and Case Management, Commissary, Policies/Procedures/Post Orders, Inmate Management Fund/Bank Accounts.

7.5.3.1. Failure to Provide Services - \$2,500

7.5.3.2. Failure to Document - \$750

7.5.3.3. Failure to Report - \$1,000

7.5.3.4. Failure to Comply with Other Applicable Requirements - \$1,000

7.5.4. Service Area Four: Laundry and Inmate Clothing, Telecommunications, Supplies/Perishables, Recreation

7.5.4.1. Failure to Provide Services - \$1,500

7.5.4.2. Failure to Document - \$500

7.5.4.3. Failure to Report - \$1,000

7.5.4.4. Failure to Comply with Other Applicable Requirements - \$1,000

7.6. SUPPLEMENTAL COMPENSATION. In the event that, pursuant to Section 4.11, CONTRACTOR proposes to expand the capacity of the Facility and the Department 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 will be an amount mutually agreed

upon by the Department and CONTRACTOR, and shall not be greater than the maximum allowable pursuant to Section 957.07, Florida Statutes, and shall be subject to legislative appropriation.

- 7.7. **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, Florida Statutes; the State is not obligated for any payments that exceed the amount of the current appropriation, pursuant to Section 957.04(1)(h), (2)(d), Florida Statutes.

8. **INDEMNIFICATION AND INSURANCE**

8.1. **INDEMNIFICATION.**

8.1.1. 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 and the Department, its officers, agents, servants and employees 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, its officers, agents, servants or employees may directly or indirectly sustain, suffer, or incur as a result, and CONTRACTOR agrees to and does hereby assume, on behalf of the State, its officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against the State, its contractors (if any), its officers, agents, servants or employees, arising by reason of such claims and to pay on behalf of the State, its officers, agents, servants and employees, upon demand of either of them, the amount of any judgment that may be entered against them, individually, jointly or severally, its officers, agents, servants or employees in any such action.

8.1.2. 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 de-

mand, 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 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.**

8.3.1. 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 two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least ten million dollars (\$10,000,000), and civil rights claims in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least five million dollars (\$5,000,000). The State of Florida and its respective agencies shall be included as additional insureds under the policy of general lia-

bility 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 two million dollars (\$2,000,000) per occurrence. Coverage shall also specifically be provided to protect against employee dishonesty in an amount of not less than fifty thousand dollars (\$50,000).

- 8.3.2. 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.
- 8.3.3. 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 two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) 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.
- 8.3.4. CONTRACTOR shall take out and maintain during the life of this Contract an Umbrella Liability Policy for limits in excess of the primary liability policy. Such policy shall be a following form policy in the amount of ten million dollars (\$10,000,000) per occurrence and thirty-five million dollars (\$35,000,000) yearly aggregate limit. Layer coverage may satisfy those totals.
- 8.3.5. ~~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.~~
- 8.3.6. CONTRACTOR shall obtain and provide proof of boiler and machinery coverage ("comprehensive" coverage) in the amounts of one million dollars (\$1,000,000) 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.
- 8.3.7. 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 mova-

ble contents which value can never be less than the then remaining balance owed under the Lease Purchase Agreement. The State and its respective agencies shall be included as additional insureds under this policy.

- 8.3.8. 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 one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) yearly aggregate limit. The State and its respective agencies shall be included as additional insureds under this policy.
- 8.3.9. CONTRACTOR shall take out and maintain during the life of this Contract, automobile liability coverage for owned, hired and non-owned vehicles, and equipment. The policy shall have combined single limits, per occurrence, for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- 8.3.10. CONTRACTOR shall require each of its subcontractors to secure and maintain during the term of this Contract (or for such lesser amount of time if the subcontractor is involved less than the full term of this Contract), the insurance coverage set forth in subparagraphs 8.3.1, 8.3.2, and 8.3.9, except that CONTRACTOR shall also be an additional insured for the general liability insurance. Such coverage may be reduced or waived when approved in writing by the Contract Manager with the consent of the Department because certain subcontractors have potentially less exposure than other subcontractors depending on the nature of their work under this Contract. In no event may the subcontractor self-insure unless the Department provides prior written consent.
- ~~8.3.11. 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.~~
- 8.3.12. All insurance coverage required to be obtained by CONTRACTOR shall continue in full force and effect during the term of the Contract. No contract shall be entered into between CONTRACTOR and Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the date on which the services of CONTRACTOR shall commence.

- 8.3.13. 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.
- 8.3.14. 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.
- 8.3.15. CONTRACTOR is responsible for first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- 8.3.16. 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 their own benefit.
- 8.3.17. 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 Department for the mutual protection and benefit of it and the Department, naming the Department 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 Department 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 Department at least fifteen (15) days after receipt by CONTRACTOR.
- 8.5. **DEFENSE/IMMUNITY.** By entering into the Contract, neither the State, DMS, the DC 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 Department, or of any agent, employee or officer thereof, of notice of claim, the Department, or any agent, employee or officer, shall notify CON-

TRACTOR 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 will provide the Department similar notice of claims.

8.7. **PRIOR OCCURRENCES.** Unless otherwise agreed in writing, 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 Department recognizes that any settlement or judgment in such cases may lead to a request that the compensation be increased pursuant to Section 7.4.

8.8. **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.

8.9. **PERFORMANCE BOND.** CONTRACTOR shall not be required to provide a performance bond.

9. **CERTAIN PROHIBITIONS.** CONTRACTOR acknowledges the provisions of Section 957.06, Florida Statutes, 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. 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 DC. The Department, CONTRACTOR, and a representative of the DC shall develop and implement, maintain, and comply with the Transfer Agreement (Exhibit C) for transferring inmates between a correctional facility operated by the DC and a privately operated correctional facility.

9.2. 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 DC.

9.3. 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.

9.4. 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.



- 9.5. 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.
- 9.6. Develop and implement requirements that inmates engage in any type of work, except to the extent that those requirements are accepted by the Department.
- 9.7. Determine inmate eligibility for any form of conditional, temporary, or permanent release from a correctional facility.

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

10.1. **DEPARTMENT BREACH.** Each of the following shall constitute a Breach of Contract on the part of the Department:

10.1.1. After appropriation of adequate funds by the State, failure by the Department to make payments to CONTRACTOR under the guidelines of Section 215.422, Florida Statutes.

10.1.2. The persistent or repeated failure or refusal by the Department 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 in writing by CONTRACTOR in advance; or, such failure or refusal is directly caused by CONTRACTOR's breach.

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.

10.2.2. A material failure to meet or comply with any court order, ACA Standards, or federal or state requirement of law.

10.2.3. A failure to maintain ACA accreditation in accordance with Section 5.9;

10.2.4. CONTRACTOR (i) admits in writing its inability to pay its debts; (ii) makes a general assignment for the benefit of creditors; (iii) suffers 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) suffers 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) suffers 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.** No remedial action may be taken under this Contract 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, will result in the taking of such action.

10.4. **TIME TO CURE.** Except in cases where immediate compliance is required under Section 10.7, the non-breaching party will provide the other party an opportunity to cure each Breach of Contract that is capable of being cured. The cure period will extend at least twenty (20) days from the date the Notice of Breach is received. In the event CONTRACTOR reasonably believes that a Breach of Contract cannot be cured within the time period specified in the notice, 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 sixty (60) days, unless extended by the Department, then CONTRACTOR may, within the specified cure period, submit a plan for curing the Breach of Contract to the Department 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 Department shall promptly review such plan and, at its discretion, may allow, or disallow, CONTRACTOR to pursue such plan for curing the Breach of Contract. In accordance with Section 957.14, Florida Statutes, and notwithstanding anything in this Contract to the contrary, the Department will not terminate this Contract unless CONTRACTOR has had at least sixty (60) workdays to correct the Breach of Contract.

10.5. **REMEDY OF THE DEPARTMENT.** Upon the occurrence of a Breach of Contract by CONTRACTOR, and subject to the notice and cure provisions in this Contract, the Department shall have the right to adjust CONTRACTOR'S compensation as set forth in Section 7.5 and pursue any other 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 Department Chief may offset against any payments owed to CONTRACTOR all reasonable costs incurred by the Department in connection with its efforts to cure such Breach of Contract; (iii) terminating the Contract and removing CONTRACTOR as the operator of the Facility and offsetting against any payments owed to CONTRACTOR by the Department of all reasonable costs incurred by the Department 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 Department shall have no further obligations to CONTRACTOR after CONTRACTOR'S removal; CONTRACTOR agrees to comply with Sections 11.3 and 11.4

with respect to the transition to new management. In the event of any remedy pursuant to this Section, CONTRACTOR shall have the right to appeal to the Department, and during any such appeal, the remedies pursuant to this paragraph shall be tolled. In the event of a termination for cause, CONTRACTOR'S liability shall include, but not limited to, any costs associated with the transportation of Inmates, any expenses incurred by the Department or any other agency to staff the Facility, and any expenses incurred by the Department or any other agency to operate the Facility which exceed the amount the Department would have paid the CONTRACTOR under this Contract.

10.6. **REMEDY OF THE CONTRACTOR.** Upon a Breach of Contract by the Department, and subject to the notice and cure provisions of this Contract, CONTRACTOR's sole remedy shall be to terminate this Contract. Upon such termination, CONTRACTOR shall be entitled to receive from the Department payment for all services satisfactorily furnished under this Contract up to and including the date of termination.

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

Upon receipt of such notice, CONTRACTOR shall immediately advise the Department of a proposed corrective action. If the Department accepts the proposed corrective action, CONTRACTOR shall immediately implement said corrective action. If the Department rejects the proposed corrective action or 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.

~~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.~~

10.8. **FORCE MAJEURE.** The failure of performance of any of the terms and conditions of this Contract by either party due to Force Majeure shall not constitute a Breach of Contract under this Contract.

10.9. **TERMINATION**

10.9.1. **Termination for Non-Appropriation.** If at any time during the term of this Contract, including any renewal period, the Legislature reduces appropriations to the Department or the Department's legally available funds are otherwise inadequate to fully fund the Contract, the parties agree to collaborate in good faith in accommodating such funding shortfalls in a manner least disruptive to

current operations. If necessary, the parties agree to engage in good faith negotiations to amend this Contract to achieve commensurate reduction in services corresponding to any proposed or necessary per Diem reduction. If accommodations or negotiations become irreconcilably untenable to the parties, the Department may exercise its no-fault termination rights under this Contract.

10.9.2. Termination for Cause. In the event the Department is entitled to terminate this Contract due to a Breach of Contract by CONTRACTOR, the Department may terminate this Contract immediately or in stages. Following notice of termination, in coordination with the DC, the Department may coordinate the placement of DC supervisors or employees in the Facility and be allowed to direct activities and operations in the Facility. The termination notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that CONTRACTOR shall cease operations under the Contract in stages.

10.9.3. Partial Takeovers Without Cause. The Department may, at its convenience and without cause, exercise a partial takeover of any service which CONTRACTOR is obligated to perform under this Contract, including but not limited to, any service which is the subject of a subcontract between the CONTRACTOR and a third party (hereinafter referred to as "Partial Takeover"). A Partial Takeover shall not be deemed a Breach of Contract by either party. CONTRACTOR shall be given at least thirty (30) days prior written notice of a Partial Takeover with said notice to specify the area(s) of service the Department will assume, the date of assumption, and, if possible, the accompanying adjustment in compensation under the Contract as described below.

A Partial Takeover shall not alter in any way CONTRACTOR'S other obligations under this Contract. If a Partial Takeover substantially undermines the benefit of the bargain to CONTRACTOR, CONTRACTOR may elect to terminate this Contract for convenience, in which case the parties shall agree on a date of termination that will allow for an orderly and efficient transition to the Department or another vendor. The Department will work cooperatively with CONTRACTOR in the Partial Takeover of any services provided by a subcontractor in order to minimize prejudice to CONTRACTOR.

In the event of a Partial Takeover, the Department may withhold from payments due CONTRACTOR the amount of CONTRACTOR'S estimated cost savings resulting from not having to deliver the full services. CONTRACTOR will supply the Department with information to demonstrate its cost of providing the services taken over. CONTRACTOR shall have no other right to recover from the Department any actual, general, special, incidental, consequential,

or any other damages whatsoever of any description or amount resulting from the Partial Takeover.

10.9.4. Other Rights to Assume Temporary Control of Facility. The Department also reserves the right to temporarily assume or coordinate with DC to assume control of the Facility during a natural disaster, riot or disturbance within the Facility, or under other conditions that present a serious threat to the safety, health or security of the Inmates, employees, or the public. This right to assume control shall create no obligation on the part of the Department to assume control in any particular case.

10.9.5. Termination for Convenience. The Department may terminate this Contract for convenience by giving CONTRACTOR at least ninety (90) days written notice. CONTRACTOR shall be paid through the date of cancellation but shall not be entitled to recover any cancellation charges or lost profits.

10.10. **LIMITATION OF LIABILITY.**

10.10.1. For all claims against CONTRACTOR under this Contract, regardless of the basis on which the claim is made, CONTRACTOR'S liability shall be limited shall be limited to (i) the amount payable for such claims under any insurance policy required under Section 8.3 of this Contract; plus (ii) two times the amount CONTRACTOR has invoiced the Department for services under this Contract. This limitation shall not apply to claims arising under the indemnity provisions of this Contract.

10.10.2. Unless otherwise specifically enumerated in this Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department may, in addition to other remedies available to them at law or equity and upon notice to CONTRACTOR, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, price adjustments, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of CONTRACTOR or its affiliates to the State against any payments due CONTRACTOR under any contract with the State.

11. **MISCELLANEOUS PROVISIONS**

11.1. **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, the Department and the State, or its respective designees, to inspect the same at all reasonable times and to make and take

away copies thereof, pursuant to Chapter 119, Florida Statutes. 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.

11.2. **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 will provide this information to the Department, the On-Site Contract Monitor, or other authorized personnel as requested.

11.3. **TRANSITION SERVICES.**

11.3.1. In connection with any termination, expiration, Partial Takeover, or assumption of temporary control under Section 10 of this Contract, CONTRACTOR agrees to work with the Department and/or the DC under the Department and/or the DC management supervision for a period of at least ninety (90) days to ensure an orderly and efficient transition from CONTRACTOR's management to the Department and/or the DC management (or management by a third party) 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.

11.3.2. Transition services rendered before the termination date shall be provided by CONTRACTOR without any additional compensation. After the termination date, the price for transition services shall be negotiated between the parties at the time such services are requested. In no event will the price for transition services exceed the rates CONTRACTOR typically charges governmental clients for similar services. Notwithstanding anything to the contrary herein, if the Department terminates this Contract because of a breach by CONTRACTOR which is not timely cured, the transition services shall be provided at no cost to the Department.

11.3.3. CONTRACTOR will not prevent the employment of any person working at the Facility to continue working at the Facility upon the termination or expiration of this Contract.

11.4. **TRANSITION PLAN.** The parties will begin working cooperatively on a detailed transition plan immediately upon the Effective Date of this Contract. The transition plan shall be substantially completed by the Service Commencement Date and will be finalized within six months thereafter. The transition plan shall address all foreseeable scenarios in

which services under this Contract would be transitioned to the Department, DC, or an outside vendor. The transition plan will be reviewed and updated by the parties as and when the Department deems appropriate.

11.5. **TAXES, LIENS, AND ASSESSMENTS.**

11.5.1. 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 Department and the Florida Correctional Finance Corporation; (iv) pay all utility charges, including "service charges", incurred or imposed with respect to the Facility; and (v) pay all State Fire Marshall fees imposed with respect to the Facility.

11.5.2. 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). DMS will pay 50% of all such attorneys' fees and costs. CONTRACTOR agrees to pay a pro rata share of the remaining 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.

11.5.3. In the event that either a judicial determination or a State legislative mandate explicitly subjects the Facility to ad valorem taxation or requires payment in lieu of taxes (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.

11.6. **PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (PRIDE).**

Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in Sections 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

11.7. **PRODUCTS AVAILABLE FROM THE BLIND OR OTHER HANDICAPPED.**

Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Sections 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

11.8. **LOBBYING AND INTEGRITY.**

CONTRACTOR shall ensure compliance with Section 11.062, F.S. and Section 216.347, F.S. CONTRACTOR shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, CONTRACTOR shall provide any type of information the Inspector General deems relevant to CONTRAC-



TOR's integrity or responsibility. Such information may include, but shall not be limited to, CONTRACTOR'S business or financial records, documents, or files of any type or form that refer to or relate to the Contract. CONTRACTOR shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). CONTRACTOR agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of CONTRACTOR'S compliance with the terms of this or any other agreement between CONTRACTOR and the State which results in the suspension or debarment of CONTRACTOR. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. CONTRACTOR shall not be responsible for any costs of investigations that do not result in CONTRACTOR's suspension or debarment.

- 11.9. **COPIES OF DOCUMENTS.** Prior to the execution of this Contract and on an on-going basis, CONTRACTOR shall timely provide to the Department copies of the following documents:
- 11.9.1. All original and renewed insurance certificates clearly indicating compliance with Section 8.3.
- 11.9.2. Tax receipts or other appropriate documentation indicating CONTRACTOR'S payments to the taxing authorities to indicate compliance with Section 11.7.
- 11.10. **REIMBURSABLE EXPENSES.** In the event that CONTRACTOR fails to comply with Sections 11.1, 11.3 and 11.8, CONTRACTOR shall pay actual expenses for the Department to employ an agent or for a Department 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 11.1, 11.3 and 11.8.
- 11.11. **INVALIDITY AND SEVERABILITY.** In the event that any provision of this Contract shall be held to be invalid, such provision shall be null and void. The validity of the remaining provisions of the Contract shall not in any way be affected thereby.
- 11.12. **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 to and may be appended to any other counterpart.
- 11.13. **INTERPRETATION.** The headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

- 11.14. **TERMINOLOGY AND DEFINITIONS.** All personal pronouns used in this Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular.
- 11.15. **VENUE.** The Contract shall be interpreted under the laws of the State of Florida and Leon County Circuit Court shall be the venue in the event any action is filed on the Contract.
- 11.16. **ENTIRE AGREEMENT; AMENDMENTS.** The Contract Documents contain all the terms and conditions agreed upon by the parties hereto. No oral agreements or representations shall be valid or binding upon either party. The Contract Documents shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.
- 11.17. **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.
- 11.18. **BINDING NATURE.** This Contract shall not be binding upon the parties until it is approved and executed by both parties.
- 11.19. **INTERPRETATION.** This Contract shall not be interpreted or construed against the drafting party.
- 11.20. **PROHIBITION AGAINST ASSIGNMENT.** The Department has entered into this Contract with CONTRACTOR based on, among other considerations, its assessment of the qualifications and experience of CONTRACTOR, the management talent of key employees of CONTRACTOR, 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 Department. Further, CONTRACTOR shall notify the Department 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 Department, 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 Department reserves the right to terminate the Contract without liability or penalty to the Department.
- 11.21. **ACCESS TO RECORDS.** The Department may unilaterally cancel this Contract for refusal by CONTRACTOR to allow public access to all documents, papers, letters, or other material originated or received by CONTRACTOR in conjunction with the Contract, subject to the provisions of Section 119, Florida Statutes.

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

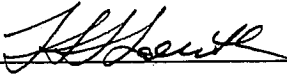
Department: Bureau Chief  
Bureau of Private Prison Monitoring  
Florida Department of Management Services  
4050 Esplanade Way  
Tallahassee, Florida 32399-0950

CONTRACTOR: Steve Groom  
General Counsel  
Corrections Corporation of America  
10 Burton Hills Boulevard  
Nashville, Tennessee 37215

[Remainder of page intentionally left blank]

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.

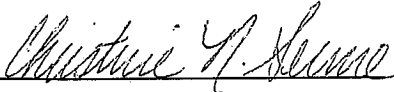
**STATE OF FLORIDA,  
DEPARTMENT OF MANAGEMENT SERVICES**

BY: 

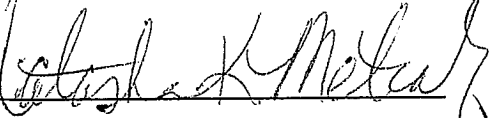
Its: \_\_\_\_\_

DATE: 5/16/10

Approved as to form and legality:



**CORRECTIONS CORPORATION OF AMERICA**

BY: 

Its: Vice President, Partnership Development

DATE: 4/30/10

ATTEST: 

Its: Director, Proposal Development