

**CONTRACT AMENDMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS  
AND  
THE UNLIMITED PATH OF CENTRAL FLORIDA, INC.**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and The Unlimited Path of Central Florida, Inc. (“Contractor”) to provide comprehensive re-entry program services for inmates at the Department’s Gadsden Re-Entry Center.

This Amendment:

- Revises Section II., F., Contractor’s Responsibilities, #9.

Original contract period:  
Amendment #1:

January 2, 2014 through January 1, 2017  
March 25, 2014 through January 1, 2017

In accordance with Section V., CONTRACT MODIFICATION; the following changes are hereby made:

1. Section II., F., Contractor’s Responsibilities, #9., is hereby revised to read:

9. The Contractor shall reimburse the Department monthly for the salary and benefits of the On-Site Contract Monitor position in the amount of \$2,180.17. At the Department’s sole discretion, the salary and benefits of the On-Site Contract Monitor may be adjusted subject to legislative appropriation.

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**CONTRACT #C2797  
AMENDMENT #2**

All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.


IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.


**CONTRACTOR:  
THE UNLIMITED PATH OF CENTRAL FLORIDA, INC.**

SIGNED BY: Sheelia Randolph  
NAME: Sheelia Randolph  
TITLE: Executive Administrator  
DATE: 5/12/2014  
FEID #: 59-3279253

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED BY:   
NAME: **Michael D. Crews**  
TITLE: **Secretary  
Department of Corrections**  
DATE: 3 JUN 14

SIGNED BY:   
NAME: **JAP Jennifer A. Parker**  
TITLE: **General Counsel  
Department of Corrections**  
DATE: 5/16/14

**CONTRACT AMENDMENT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**THE UNLIMITED PATH OF CENTRAL FLORIDA, INC.**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and The Unlimited Path of Central Florida, Inc. (“Contractor”) to provide comprehensive re-entry program services for inmates at the Department’s Gadsden Re-Entry Center.

This Amendment:

- Revises Section II., C., Communications;
- Revises Section II., F., Contractor’s Responsibilities, #9.;
- Revises Section II., G., Services to be Provided, #1.;
- Revises Section II., G., Services to be Provided, #10.;
- Revises Section II., H., Contractor’s Staffing Requirements, #2.;
- Revises Section III., C., Submission of Invoice(s); and
- Revises Section VII., B., State Objectives.

Original contract period:

January 2, 2014 through January 1, 2017

In accordance with Section V., CONTRACT MODIFICATION; the following changes are hereby made:

1. Section II., C., Communications, fifth paragraph, is hereby revised to read:

The Contractor shall respond to Informal and Formal communications by facsimile or email.

2. Section II., F., Contractor’s Responsibilities, #9., is hereby revised to read:

9. The Contractor shall reimburse the Department monthly for the salary and benefits of the On-Site Contract Monitor position in the amount of \$4,360.33. At the Department’s sole discretion, the salary and benefits of the On-Site Contract Monitor may be adjusted subject to legislative appropriation.

3. Section II., G., Services to be Provided, #1., Academic Programs, is hereby revised to read:

1. Academic Programs

The Contractor shall administer academic programs based on Florida Board of Education-approved formal assessment and pursuant to DC Procedure 501.106, Academic Education Programs, Florida Statutes, and Florida Administrative Codes. At a minimum, the Contractor’s academic programs shall include:

- a. English Secondary Language;
- b. Low Literacy including Mandatory Literacy Program;
- c. Adult Basic Education;
- d. Pre-GED® level;
- e. GED® classes; and
- f. GED® Testing.

**CONTRACT #C2797  
AMENDMENT #1**

The Contractor shall have the capacity to provide up to 277 educational slots daily based on inmate need. The Contractor shall administer all testing in accordance with Florida Department of Education standards and DC policy and procedures. The Contractor shall be required to report all testing outcomes to DC. The Contractor shall be responsible for all costs associated with administering the GED® computer-based test (CBT).

4. Section II., G., Services to be Provided, #10., Re-Entry Follow-Up Services for All Released Inmates, is hereby revised to read:

10. Re-Entry Follow-Up Services for All Released Inmates

The Contractor shall provide re-entry follow-up services for all released inmates at a minimum of 30/60/90 and 180 day intervals. These re-entry follow-up services are to ensure released inmates are keeping appointments and determining whether additional services and support networks are needed. The Re-Entry Case Manager shall maintain a database of follow-up service contacts and the outcomes of the contact. A monthly report will be created so that this information can be turned in by the 10th of each month. The Re-Entry Case Manager shall maintain all Re-entry Transitional Plans for all released offenders and follow up to ensure that all appointments are kept by verifying, through personal contact with an appointment representative that the released inmate has kept the appointment and if not, document the reason why the appointment was not kept (i.e., no show; rescheduled).

5. Section II., H., Contractor's Staffing Requirements, #2, Staffing Positions, is hereby revised to read:

2. Staffing Positions

The following are the staffing levels authorized for immediate implementation and the minimum number of Contractor staff that must be maintained for services. Any Subcontractors must be Department approved.

- Administrative Assistant (1)
- Adult Education Instructor (2)
- Chaplain (1)
- Clerical Support (1)
- Clinical Supervisor (2)
- Clinical Support (2)
- Community Service Coordinator (2)
- Counselors (5)
- Education Program Coordinator (1)
- Education Specialist (1)
- ESOL Teacher (1/2)
- Librarian Re-Entry Specialist (1)
- Literary Teacher (1/2)
- Logistics and Data Support (1)
- 100-Hour Transition Specialist (1)
- Outpatient/Aftercare Counselor (2)
- Prevention Specialists (3) one of which will be designated as the Thinking for a Change Facilitator
- Program Director(1)
- Re-Entry Case Manager (1)
- Vocational Instructor (3)
- Vocational Instructor - Culinary (1)
- Wellness Coordinator (1)

6. Section III., C., Submission of Invoice(s), first paragraph, is hereby revised to read:

The Contractor agrees to request compensation on a monthly basis through submission to the Department of a properly completed invoice no later than the 15<sup>th</sup> day of the month following the month for which payment is being requested. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

7. Section VII., B., State Objectives, first paragraph, is hereby revised to read:

B. State Objectives

Within thirty (30) calendar days following award of the contract, the Contractor shall submit plans addressing each of the State's three (3) objectives listed below, to the extent applicable to the items/services covered by this Contract.

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All other terms and conditions of the original Contract remain in full force and effect.

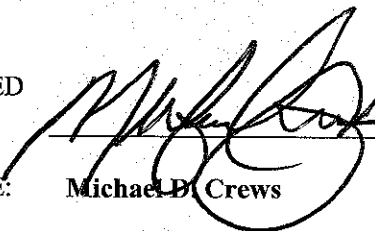
This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

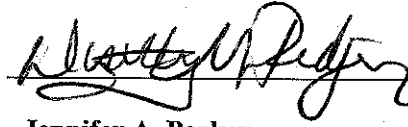
**CONTRACTOR:**  
**THE UNLIMITED PATH OF CENTRAL FLORIDA, INC.**

SIGNED BY: Shelia Randolph  
NAME: Shelia Randolph  
TITLE: Executive Administrator  
DATE: 3/10/2014  
FEID #: 59-3279253

**DEPARTMENT OF CORRECTIONS**

SIGNED BY:   
NAME: Michael D. Crews  
TITLE: Secretary  
Department of Corrections  
DATE: 3/25/14

Approved as to form and legality,  
subject to execution.

SIGNED BY:   
NAME: Jennifer A. Parker  
TITLE: General Counsel  
Department of Corrections  
DATE: 3/20/14

FEB 31 2014

**CONTRACT BETWEEN**  
**THE DEPARTMENT OF CORRECTIONS**  
**AND**  
**THE UNLIMITED PATH OF CENTRAL FLORIDA, INC.**

This Contract is between the Florida Department of Corrections ("Department") and The Unlimited Path of Central Florida, Inc. ("Contractor") which are the parties hereto.

**WITNESSETH**

Whereas, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes;

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

Whereas, the Department of Corrections must provide comprehensive re-entry program services for all inmates at the Gadsden Re-Entry Center in accordance with the provisions outlined in the 2013-14 General Appropriations Act to open the 432-bed Gadsden Re-Entry Center, which is to be paid from the funds in Specific Appropriations 602 through 678 and 701 through 736;

Whereas, this Contract is entered into pursuant to ITN# 13-DC-8405 authorized pursuant to Section 287.057(1)(c), Florida Statutes; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide comprehensive re-entry program services for the inmates at the Gadsden Re-Entry Center.

Therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

**I. CONTRACT TERM AND RENEWAL**

**A. Contract Term**

This Contract shall begin on January 2, 2014, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on January 1, 2017. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its initial term.

**B. Contract Renewal**

The Department has the option to renew this Contract for one additional two (2) year period after the initial Contract period upon the same terms and conditions contained herein. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Contractor

no later than ninety (90) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the Department choose to renew this Contract. The Department reserves the right to renegotiate pricing if a renewal option is chosen.

## II. SCOPE OF SERVICE

### A. General Service Description/Purpose

The Contractor shall provide comprehensive program services for the inmates at Gadsden Re-Entry Center. All services shall be performed in accordance with the terms and conditions of this contract.

### B. Rules and Regulations

1. The Contractor shall provide all services in accordance with federal and state laws, rules and regulations, and Department of Corrections' rules and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract. The Contractor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such rules and regulations.
2. The Contractor shall ensure that all Contractor's staff providing services under this Contract complies with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
3. Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of this Contract term, the updated version will take precedence.
4. The Contractor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.
5. The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996.

### C. Communications

Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

**Routine:** All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.

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



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, imposition of liquidated damages, or termination. Formal communications shall also include requests for changes in the scope of service and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The Contractor shall respond to Informal and Formal communications by facsimile or email, with follow-up by hard copy mail.

A date/numbering system shall be utilized for tracking of formal communications.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO or Project Manager. 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.

In addition to the personnel named under Formal Contract Communications, personnel authorized to use Informal Contract Communications include any other persons so designated in writing by the parties.

In addition to the Contract communications noted in Section II, C. in this Contract, if there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours. The Contractor or Contractor's designee at each institution shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) working days of receipt of the request.

D. Confidentiality

The Contractor shall maintain confidentiality with reference to individual inmates receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and Contractor shall agree that all information and records obtained in the course of providing services to inmates shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

E. Department's Responsibilities

1. The Department will provide, at its expense and judgment, a sufficient number of Correctional Officers to supervise those inmates receiving services from the Contractor.
2. The Department will provide the Contractor with access to all applicable Department rules and regulations. The Department will inform the Contractor of any regulatory or operational changes impacting the delivery of services to be provided pursuant to this Contract.
3. The Department will be solely responsible for the placement and removal of inmates at the facility. The Department will work in partnership with the Contractor to coordinate the placement of inmates into programming based on assessed individualized needs.

4. The Department will supply postage and mail supplies for inmate related correspondence.
5. Department staff shall conduct random and reasonable suspicion urinalysis testing on inmates.
6. The Department will ensure that Contractor program staff is notified of the impending transfer in order that the record may be transferred with the inmate.
7. The Department will provide management of the inmate to include security, classification, housing, and medical care of the inmates.
8. The Department will furnish at the program service site, when available, the following for the Contractor's use:
  - Office space;
  - 16 inmate computers;
  - Telephones and telephone service; and
  - Furniture.

F. Contractor's Responsibilities

1. The Contractor shall provide evidence-based programs that have the objective of reducing recidivism by assuring the reintegration of the inmates back into society upon release from incarceration. Such services shall be initiated upon the commencement of the Contract, which shall be maintained continuously and shall be in accordance with DOE, DCF, DC policy and procedure and certified by the appropriate governing agency. Teachers' and instructors' credentials must meet or exceed all applicable requirements of Florida Law. Inmates shall be assigned to programs in accordance with DC policy and procedure. The inmate participation requirements set forth in this Contract shall be reevaluated annually and adjusted as necessary by mutual agreement of the parties through an addendum to the Contract if adjustments are necessary.
2. The Contractor may utilize volunteers for programs that will contribute to leisure time, religious, educational programs, or that in the Contractor's judgment may contribute to inmates' adjustment in the Center or upon release. Volunteers shall be screened according to the established DC Procedure 503.004, Volunteers.
3. The Contractor shall develop and maintain community relationships at the local level. The DC recognizes that nontraditional partners can be particularly helpful in building informal networks to support inmates' basic needs as they transition back to the community. Transitioning inmates have significant deficits and needs for services that are typically funded and/or provided by non-correctional agencies, by community organizations, and by informal networks. Therefore, these stakeholders must be part of developing a reentry strategy if inmates' needs are to be addressed.
4. All inmate programs are subject to applicable reporting requirements of the state and federal government.
5. The Contractor shall offer all programs on a continuous basis.

6. Programmatic staff ratios shall be in accordance with best practices to accomplish this goal, and once approved are subject to the vacant positions requirements of the Contract. A weekly report shall be provided to the On-Site Contract Monitor that recaps the inmate attendance in all programs for the previous week.
7. At all times during the course of the Contract, the Contractor shall maintain inmate participation in academic programming, vocational programming, religious programming, transition services and substance abuse services at the Center at the participation percentage level established in the 2013-2014 General Appropriations Act. As stated in the Appropriation Proviso, at least 70 percent of the inmate population in the facility shall be actively enrolled in programs as defined in this Contract. However; it is the Department's desire to have 100% of all inmates in the facility to be enrolled in one or more programs based on their needs.
8. The Contractor shall have a formal quality assurance/quality control program that demonstrates that internal review and quality control processes are in place. This report shall be submitted on a semi-annual basis to the On-Site Contract Monitor with a copy to the Contract Manager (or designee).
9. The Contractor shall reimburse the Department monthly for the salary and benefits of the On-Site Contract Monitor position in the amount of \$4,492.38. At the Department's sole discretion, the salary and benefits of the On-Site Contract Monitor may be adjusted subject to legislative appropriations.

G. Services to be Provided

1. Academic Programs

The Contractor shall administer academic programs based on Florida Board of Education-approved formal assessment and pursuant to DC Procedure 501.106, Academic Education Programs (Exhibit A), Florida Statutes, and Florida Administrative Codes. At a minimum, the Contractor's academic programs shall include:

- a. English Secondary Language;
- b. Low Literacy including Mandatory Literacy Program;
- c. Adult Basic Education;
- d. Pre-GED® level;
- e. GED® classes; and
- f. GED® Testing.

The maximum student to teacher ratio will be 1:20. The Contractor shall have the capacity to provide up to 277 educational slots daily based on inmate need. The Contractor shall administer all testing in accordance with Florida Department of Education standards and DC policy and procedures. The Contractor shall be required to report all testing outcomes to DC. The Contractor shall be responsible for all costs associated with administering the GED® computer-based test (CBT).

2. Vocational Programs

The Contractor shall administer a minimum of four (4) department-approved career and technical education/ vocational programs pursuant to DC Procedure 502.001, Career and Technical Education for Inmates, Florida Statutes, and Florida Administrative Code.

Programs shall maintain a minimum of a 15:1 student to instructor ratio. The Contractor shall have the capacity to provide up to a minimum of 120 vocational slots daily, based on inmate need. Vocational training programs shall result in industry certification that is aligned with local geographic labor markets and connected to established articulation agreements.

3. Release Preparation/Transition Programs

The Contractor shall provide reentry programs and Multi-Disciplinary Staff Team (MDST) services to inmates. The Department places a high priority on programs using innovative approaches providing evidenced-based transition services to inmates. Where applicable, the DC-approved curriculum shall be used or an equivalent approved by the Department. All program services noted below require the use of DC-approved curriculum. At a minimum, the Contractor's release preparation or pre-release classes shall include based on individual needs, the following elements:

- a. Thinking For A Change (T4C) - Thinking for a Change is a cognitive-behavioral intervention for individuals involved with the criminal justice system created by the National Institute of Corrections (NIC) designed to reduce recidivism. The three main components are: Cognitive Self Change, Social, and Problem Solving Skills. In order to maintain the program integrity the Thinking for a Change program can only be administered by trained individuals (i.e., inmate facilitators are not permitted) and requires at least two facilitators per group, or an evidence-based alternative may be accepted if pre-approved by the Department;
- b. Victim Awareness - A victim awareness program shall be offered to improve the knowledge of victim rights and facts about criminal victimization.
- c. Family Re-Unification/Parenting - A program to meet the unique needs of offenders in becoming better communicators with the other parent and more effective at being consistent with their children shall be offered.
- d. 100-Hour Transition Program - The 100-Hour Transition Training Program is a statutorily mandated (Section 944.7065, F.S.) comprehensive transition program that covers job readiness and life management skills. This training is provided to all inmates within the 12 month period prior to their release.

4. Religious Programs

The Contractor shall make religious programs available to all inmates who wish to participate in accordance with the United States Constitution, Florida Statutes, Florida Administrative Code, and DC Procedures 503.002, Chaplaincy Services; 503.004, Volunteers; 503.006, Religious Dietary Program; and 506.032, Faith and Character Based Residential Programs.

5. Wellness Program

The Contractor shall provide a structured wellness program that includes indoor and outdoor recreation and leisure time programs for the inmates in compliance with DC Procedure 602.051, Wellness Education Program for Inmates.

6. Substance Abuse Program Services

- a. Substance Abuse Services - The Contractor shall provide substance abuse services to 100% of the inmates based on assessed need to include licensed prevention, treatment, and aftercare. The program is designed to offer services and interventions to motivate and assist inmates in their personal recovery. The contractor shall ensure that all substance abuse treatment services are provided in accordance with Chapter 397, F.S., Rule 65D-30, F.A.C., and Code of Federal Regulations 42, part 2.
- b. Residential Therapeutic Community - The Contractor shall provide a 72 bed residential therapeutic community (TC), depending on individual clinical need of the inmate. The residential program shall be 9-12 months in duration depending on the assessed need of each inmate. This model emphasizes structure, responsibility, credibility, accountability, discipline, consistency and consequences/limit setting. Emphasis is placed on changing addictive and criminal thinking patterns and behaviors. Inmates participate in daily structured activities which include a minimum of 10 hours per week of group and individual counseling. Counselor to inmate ratio is 1:15. These programs are in accordance with Chapter 65-D-30, FAC.
- c. Outpatient Substance Abuse - The Contractor shall operate a licensed, 100-slot outpatient substance abuse treatment program. The program shall be a minimum of four (4) months in duration. Inmates enrolled in the outpatient program shall participate in a minimum of two substance abuse groups per week and one individual session per month. Counselor to inmate ratio does not exceed 1:50. These programs are licensed in accordance with Chapter 65-D-30, FAC.
- d. Prevention Services - The Contractor shall provide licensed prevention services to all inmates based on the inmates individualized needs assessment. Prevention services shall be evidenced-based and shall include, but are not limited to, Thinking for a Change, Motivation to Change, Addiction Education, Within My Reach, Anger Management, Victim Impact, Financial Planning, Relationship Skills, Parenting, and Batterer's Intervention. The program will be licensed in accordance with Chapter 65D-30, FAC.
- e. Aftercare - The Contractor shall provide licensed Aftercare Services which will include a minimum of one weekly group session and one individual session per month. The program shall be licensed in accordance with Chapter 65D-30, FAC.

7. Library Services

The Contractor shall operate a general library program for inmate use in compliance with the Florida Statutes, Florida Administrative Code and DC policies and procedures. Library reports shall be submitted to the Department per DC Procedure 501.310, General Library Programs.

8. Multi-Disciplinary Staff Team (MDST)

The Contractor, in conjunction with Department's Bureau of Classification Management, shall provide case management using the MDST model which shall be conducted with a program participant-centered approach that takes into consideration all of the program participant's needs, including those which may or may not be satisfied through services described in this Contract. The Contractor shall provide needed support

and encouragement and determine the transitional support services required and provide coordination between program participants and community service providers to ensure that access to necessary services is obtained. The Contractor shall meet with the program participants, encouraging them to complete training and obtain jobs that fulfill their employment goals. The Contractor shall assess each program participant's progress with his/her training, support services, and employment. The Contractor shall track program participation and document outcomes.

9. Individualized Transition Plans (ITP)

The Contractor shall participate in the MDST meetings to assist in the development of an Individualized Transition Plan (ITP) for each program participant within three years of the program participant's scheduled release date that will facilitate completion of program services and assist the program participant in a re-entry to the community following incarceration. The ITP shall be maintained in the inmate's classification record.

The Contractor shall pay for all Florida Identification Cards for inmates within six-months of their end of sentence, not to exceed \$25 per ID card. In addition, the Contractor shall provide funds for all non-indigent inmates born in Florida to secure their birth certificates from the vital statistics department, utilizing the agreement between the Department and the Florida Bureau of Vital Statistics.

10. Re-Entry Follow-Up Services for All Released Inmates

The Contractor shall provide re-entry follow-up services for all released inmates at a minimum of 30/60/90 and 180 day intervals. These re-entry follow-up services are to ensure released inmates are keeping appointments and determining whether additional services and support networks are needed. The Re-Entry Case Manager shall maintain a database of follow-up service contacts and the outcomes of the contact. A monthly report will be created so that this information can be turned in by the 10th of each month. The Re-Entry Case Manager shall maintain all Re-entry Transitional Plans for all released offenders and ensure that all appointments are kept.

11. Comprehensive Re-Entry Services

The Contractor shall provide two Community Coordinators. These Coordinators shall be utilized to establish a network of community-based providers for continuity of care in the counties they are assigned to. One will be based out of the Gadsden Re-Entry Center serving Jefferson, Gadsden, Leon, Franklin, Wakulla, Liberty, Calhoun, and Jackson counties and one will be based out of the Contractor's home office in Panama City serving Escambia, Santa Rosa, Okaloosa, Walton, Washington, Holmes, Gulf and Bay counties. Their purpose is to build the Contractor's Memorandums of Understanding with community-based providers of housing, substance abuse services, mental health services, employment linkages, vocational resources, support services such as assistance with medications and clothing.

H. Contractor Staffing Requirements

1. The Contractor shall submit a written staffing schedule and a written "back-up" staffing plan for filling staff absences and vacancies from work to the Contract Manager prior to program start-up or within ten (10) business days of Contract execution for all programs. Failure to maintain the required Contractor staffing levels at all times during the course of the contract shall be considered a breach thereof which may result in Contract termination.

The Contractor shall notify the Department's On-Site Contract Monitor or designee in writing of any staff resignations or terminations within two (2) calendar days. The Contractor shall have a written procedure that contains a specific plan for handling staff vacancies. The plan shall be provided to the Department upon request.

The Staffing Plan must be approved by the Department and will be incorporated by reference into this Contract. Any change to the minimum staffing plan and schedule must be approved by the Contract Manager or designee prior to changes being made.

2. Staffing Positions

The following are the staffing levels authorized for immediate implementation and the minimum number of Contractor staff that must be maintained for services. Any Subcontractors must be Department approved.

- Administrative Assistant (1)
- Adult Education Instructor (2)
- Chaplain (1)
- Clerical Support (1)
- Clinical Supervisor (2)
- Clinical Support (2)
- Community Service Coordinator (2)
- Counselors (5)
- Education Program Coordinator (1)
- Education Specialist (1)
- ESOL Teacher (1/2)
- Librarian Re-Entry Specialist (1)
- Literary Teacher (1/2)
- Logistics and Data Support (1)
- 100-Hour Transition Specialist (1)
- Outpatient/Aftercare Counselor (2)
- Prevention Specialists (3)
- Program Director(1)
- Re-Entry Case Manager (1)
- Thinking for a Change Facilitator (1)
- Vocational Instructor (3)
- Vocational Instructor - Culinary (1)
- Wellness Coordinator (1)

3. Staffing Qualifications and Duties

The Contractor shall employ only highly trained and qualified staff that possess the minimum qualifications outlined below for each position, inclusive of interim staff. The Contractor shall provide the Department with a copy of the staff's resumes upon request.

- a. Administrative/Support Staff: The Contractor shall ensure that paid support staff possess a High School Diploma or GED. This includes Clinical Support, Clerical Staff Support and Administrative Assistant positions.

- b. Adult Education Instructor: Academic teachers providing educational instruction to inmates shall possess a bachelor's degree from an accredited college or university and possess, or be eligible to apply for, a current State of Florida Educator's Certificate. Non-certified teachers must possess a State of Florida Educator's Certificate and passing scores on the General Knowledge Test within twelve months of hire (or passing scores on the College Level Academic Skills Test (CLAST) exam prior to July 2002). A State of Florida Educator's Professional Certificate must be obtained prior to the expiration of the Temporary Certificate.
- c. Chaplain: The Contractor shall provide a Chaplain who has current ordination or equivalent professional clergy standing with an organized religious body; ecclesiastical endorsement or equivalent; a Bachelors degree; and clergy experience. The Chaplain is a full-time position, but may recruit, train and supervise additional chaplains who may act on a volunteer basis.
- d. Clinical Supervisor: The Contractor shall have a minimum of one (1) full-time Clinical Supervisor, forty (40) hours per week who shall ensure that the program has adequate staff to deliver the substance abuse program components of this contract and provide clinical supervision. This position must meet the standards of a "Qualified Professional" in accordance with Chapter 397, F.S.
- e. Community Service Coordinator: The Contractor shall provide two (2) Community Service Coordinators to build and manage a network of community resources and relationships for services to support offenders upon release and re-entry to the community. In these positions a Bachelors Degree in social science from an accredited university is preferred. A combination of 5 years of experience and 2 years of education may be considered. Must have strong community ties with an ability to develop long-term working relationships with organizations that provide resources and assistance, preferably in a social services environment.
- f. Counselors: Staffing shall be in accordance with evidence-based standards of practice. Counselors shall have a Master's degree in counseling, sociology, psychology or other behavioral science from an accredited academic institution and six (6) months of professional experience in addiction counseling and /or mental health counseling or, a Master's Degree in any unrelated area of study from an accredited institution and one (1) year experience in counseling or chemical addictions field or, a Bachelor's degree in counseling, sociology, psychology or other behavioral science from an accredited institution and six (6) month's of professional experience in chemical addiction counseling and/ or mental health counseling or, a Bachelor's degree in any unrelated area of study from an accredited institution and one (1) year experience in the counseling or chemical addictions field.
- g. Education Program Coordinator: The Contractor shall provide an Education Program Coordinator as the lead staff member responsible for the delivery of all academic and career/technical education and programming services. Additionally, all adult education and vocational instructors and staff are supervised by and report directly to this position. At a minimum the person in this position shall have a Master's degree and two (2) years of experience administering, coordinating and/or managing literacy, educational, workforce (vocational) training and/or related programs.



- h. Education Specialist: The Contractor shall provide an Education Specialist. The Education Specialist assists with the leadership, delivery, and support of all academic and career/technical education programs, activities, and services; assists with the management of the academic education programs (ABE/GED/ESOL) and vocational programs; assists with preparing schedules and identifying appropriate equipment/textbooks; and assists with evaluating planned deliverables vs. actual. The Education Specialist also instructs Literacy/ABE/GED/ESOL 6 hours each day. The Education Specialist is required to have a Bachelor's degree from an accredited educational institution and one (1) year of experience administering, coordinating and/or managing literacy, educational, workforce (vocational) training and/or related programs. Experience in one or more of the following instructional areas: Social Studies, Science, Language Arts, Reading, Writing; and/or Mathematics; possess a current or eligible to apply for a State of Florida's Certificate (Non-certified instructors will obtain a State of Florida Educator's Certificate and passing scores on the General Knowledge Test within twelve months of hire or passing scores on the College Level Academics Skills Test (CLAST) prior to July 2002. A State of Florida Educator's Professional Certificate must be obtained prior to the expiration of a Temporary Certificate).
- i. English and a Second Language (ESOL) Teacher: The Contractor shall provide an OPS Adult Education Instructor will provide academic (adult) education instruction to a diverse population of inmates at the Gadsden Re-Entry Center (ABE/GED/ESOL) while staying current in the required framework of Florida Department of Education and will embrace the teamwork interaction philosophy that includes staff meetings, professional development training, and other assignments to benefit students and the program. The ESOL Teacher is required to have a Bachelor's degree from an accredited educational institution, experience in one or more of the following instructional areas: Social Studies, Science, Language Arts, Reading, Writing; and/or Mathematics and possess a current or eligible to apply for a State of Florida's Certificate (Non-certified instructors will obtain a State of Florida Educator's Certificate and passing scores on the General Knowledge Test within twelve months of hire or passing scores on the College Level Academics Skills Test (CLAST) prior to July 2002. A State of Florida Educator's Professional Certificate must be obtained prior to the expiration of a Temporary Certificate).
- j. Librarian Re-Entry Specialist: The Contractor shall provide a Librarian Re-Entry Specialist to provide oversight of institutional library facilities including maintaining reference and reading materials and developing and maintaining re-entry resource materials. 75% of time performing duties that involve contact with offenders. This position shall possess a High School diploma or its equivalent and one (1) year of library experience or two (2) years of general clerical experience; or a Bachelor's degree in library sciences or related field preferred; one (1) year of professional library experience highly desired; community resource networking experience and utilization highly desired.
- k. Literacy Teacher: Requirements are the same as the ESOL Teacher above.
- l. Logistic/Data Support Specialist: The Contractor shall provide a Data/Logistics Support Specialist who manages/provides the day-to-day administrative support operations/tasks of the Gadsden County Re-Entry Center Education Program (academic and career/technical). This position performs general office duties including word processing, answering the telephone, daily mail distribution, supply ordering, replenishing forms and supporting the Education Program Coordinator and

other education programming staff. Additionally, assists with testing students, tracking data, maintaining student files, etc. As a minimum the position requires an Associate degree or higher attained from an accredited college or university (three years of relevant work experience may be substitute for the degree requirement), a minimum of two (2) years of progressive office experience providing administrative support and proficiency in MS Office applications including Word, Excel, and PowerPoint.

- m. 100-Hour Transition Specialist: The 100-Hour Transition Training Program Facilitator shall possess, at a minimum, a high school diploma or GED, and have prior experience in delivering information in a classroom setting and group facilitation geared to offender population. NOTE: The Region I 100-Hour Transition Training Program Coordinator will provide additional training to this position.
- n. Prevention Specialist: The Contractor shall provide a Prevention Specialist who provides professional and ethical application for basic tasks and responsibilities of prevention activities to include client and community education, referrals, service coordination and documentation. This position must possess one of the education and experience combinations of a Bachelor's degree from an accredited institution in any of the social sciences; or an Associate's degree or Bachelor's degree in any unrelated area of study from an accredited academic institution and one (1) year experience in the counseling or chemical addictions field; or a High School diploma or its equivalent, and minimum two (2) years' experience working in a counseling or chemical addiction field.
- o. Program Director: The Program Director shall be an on/site management professional position responsible for the overall operation of the Gadsden Re-Entry Center. The Program Director will be part of the Institution Management Team and will meet, as needed with the Warden (or designee) to address program operations. This individual shall have a Bachelor's Degree from an accredited college or university in any of the social sciences required. Minimum of three (3) year's experience at the management level providing direct administrative oversight, State of Florida certification as a Certified Addictions professional, Certified Criminal Justice Addictions Professional, Certified Associate Addictions Professional, or Certified Criminal Justice Associates Addictions Professional, Licensed Mental Health Counselor, Licensed Certified Social Worker, IC & RC or reciprocity from another state preferred. Previous experience with re-entry services preferred.
- p. Re-Entry Case Manager: The Contractor shall provide a Re-Entry Case Manager who shall provide support to the re-entry program efforts by tracking all re-entry plans in coordination with the Librarian Re-Entry Specialist. The Re-Entry Case Manager must have an Associates degree from an accredited university, preferably in Social Sciences, 2 years experience in providing clerical support; experience in working with community service agencies and have a strong knowledge of MS Access and proficiency in MS Office.
- q. Thinking for a Change Facilitator: The Thinking for a Change Facilitator shall be officially trained by a certified Thinking for a Change facilitator trainer, as recognized by the National Institute of Corrections standards.
- r. Vocational Instructor: Instructor(s) providing vocational instruction to inmates shall have the appropriate certification in the vocational discipline being taught. A high school diploma or its equivalent and six years experience in the vocation being taught; or a bachelor's degree from an accredited college or university and two years of

occupational experience in the vocation being taught; or additional education or training may substitute on a year-for-year basis for up to four (4) years of the required experience as described above. Special Note: Must possess a State of Florida Educator's Certificate or Florida School District/Florida Department of Corrections issued vocational certificate within 12 months of hire date. Non-certified applicants must be eligible to apply for a certificate at time of hire. State of Florida of Department of Corrections Educator's Professional Certificate must be obtained prior to the expiration of the Temporary Certificate.

- s. Wellness Coordinator: The Contractor shall provide a Wellness Coordinator to provide a holistic, structured wellness program that includes indoor and outdoor recreation and leisure time programs. This position shall have a Bachelor's degree from an accredited college or university and one (1) year of experience in the supervision of recreational activities preferred. High School diploma with additional education in Physical Education, Recreational Therapy, coaching or other related field required.

The Contractor shall be responsible for reimbursing the Department for an On-Site Contract Monitor position. This position will be an employee of the Department, and as such, the Department will be responsible for the hiring and supervision of the employee. The On-Site Contract Monitor will monitor contract compliance and will coordinate actions and communications between the Department and the Contractor unless the Department directs otherwise. This position is a full-time position, working 40 hours per week.

I. Other Contractor's Requirements

1. Conduct and Safety Requirements

When providing services to the inmate population or in a correctional setting, the Contractor's staff shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

In addition, the Contractor shall ensure that all staff adheres to the following requirements:

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- b. The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- c. The Contractor's 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.

- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. At no time shall the Contractor or Contractor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.
- g. 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 or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- h. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

2. TB Screening/Testing

The Contractor shall ensure Contractor's staff and subcontractor's staff performing services under this Contract at the institutional site are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis Screening And Control Program. The Contractor shall provide the institutional Senior Registered Nurse Supervisor with proof of testing prior to the start of service delivery by the staff member and annually thereafter. The Contractor shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing for their staff or subcontractor staff.

3. Staff Levels and Qualifications

The Contractor shall provide the required staff outlined in this Contract and maintain the required staffing level throughout the entire Contract period.

The required Counselor position staffing levels are based on a maximum ratio of one (1) full time counselor to fifty (50) program participants for Outpatient/Aftercare Program and one (1) full-time counselor to fifteen (15) program participants for the Residential Therapeutic Community Program. The Contractor shall ensure that all qualified staff, including Program Directors/Clinical Supervisors are utilized to provide services to program participants in accordance with allowable counselor-to-program participant staffing ratios.

When interviewing candidates for permanent employment to occupy vacant staff positions under this Contract, the Contractor shall coordinate with the Contract Monitor to ensure that a Department representative is given the opportunity to attend such interviews. The Department retains the right to reject placement of any Contractor's staff proposed for hire where such employment under this Contract may adversely affect the Department. The Department is under no obligation to advise the vendor of the specific reason for rejection.

4. Clinical Supervision Requirements

The Contractor shall provide on-site clinical supervision no less than four (4) hours per month per counselor. Clinical supervision shall be provided by the designated on-site Program Director/Clinical Supervisor at a minimum will include:

One (1) individual, face-to-face interview of (1) hour with each counselor to discuss clinical problems, program issues and training needs. The interview shall be documented and signed by the counselor and the supervisor.

One (1) hour observing group or individual counseling per counselor. Documentation of the observation shall be signed and dated by the counselor and supervisor.

Review of clinical charts which shall be signed, dated and credentialed by the Qualified Professional (Program Director) in accordance with Rule 65D-30, FAC and Chapter 397, F.S. In addition, a minimum of five (5) charts or ten percent (10%) of the program's total charts, whichever is greater, must be reviewed monthly. The Program Director/Clinical Supervisor shall be responsible for the overall quality of each clinical file.

The Contractor shall also meet individually in person with the Department's Facility Warden or designee and/or Contract Manager or designee monthly to address program operations, quality assurance measurement of program objectives, training needs and compliance with standards established by the appropriate program licensing authority.

5. Staffing Schedules

The Contractor shall maintain the approved staffing schedule and the approved back up staffing plan for filling staff absences and vacancies..

The Contractor shall ensure that all required Contractor staff positions are filled for the entire scheduled forty (40) hour weekly work period, and that individuals are physically present at the work site. The weekly work period is defined as forty (40) hours per week. All positions will be considered full-time unless otherwise specified, inclusive of interim positions.

6. Staff Absences/Interim Positions

a. Under most circumstances, temporary/interim staff may not occupy positions for longer than forty-five (45) consecutive calendar days. However, the Contractor may request that a qualified interim staff member be permitted to occupy a position for up to one hundred eighty (180) consecutive calendar days in cases where permanent staff will be absent for an extended time period (i.e., sickness, maternity, paternity, family, military, etc.). The Contractor shall submit such requests in writing, with

supporting documentation, to the On-Site Contract Monitor for written approval. If approved, such position will not be considered vacant.

- b. Any position with a permanent employee who is absent for a consecutive period of more than eighty (80) hours shall be deemed a vacant position unless an extended period of absence has been previously approved in writing by the Contract Manager. The Contractor shall still be required to fill this position with a qualified full-time interim counselor.
- c. Absence from the work site for purposes of non-departmental sponsored meetings/trainings shall be requested and approved in advance by the Contract Manager or designee.

7. Vacancies

- a. In addition to the above, a position is considered vacant if:
  - 1) The position has never been filled;
  - 2) staff occupying position resigns;
  - 3) staff occupying position is terminated;
  - 4) staff abandons position; or
  - 5) the position has been filled by interim staff for more than thirty (30) consecutive calendar days without written approval of the Contract Manager, or designees.
- b. Vacant positions resulting from resignation, termination, or abandonment that are still vacant after sixty (60) consecutive calendar days beginning the day after the position was vacated, shall place the Contractor in Contract Non-Compliance.

8. Waivers

The Department may grant an education/experience waiver if a prospective candidate for employment possesses exceptional qualifications. In such cases, the Contractor shall submit a waiver request specifically documenting the exceptional qualifications in writing to the On-Site Contract Monitor, who will forward the request to the Contract Manager for review and approval. Waiver request packets shall include the prospective employee's resume and all documentation in support of the request. The Contract Manager will provide a written response to each request within five (5) business days of receipt of a complete waiver request packet. Requests for waivers will not be granted for Program Director/Clinical Supervisor positions.

The Department may grant an education/experience waiver if a prospective candidate for employment possesses exceptional qualifications. In such cases, the Contractor shall submit a waiver request specifically documenting the exceptional qualifications in writing to the On-Site Contract Monitor, who will forward the request to the Contract Manager for review and approval. Waiver request packets shall include the prospective employee's resume and all documentation in support of the request. The Contract Manager will provide a written response to each request within five (5) business days of receipt of a complete waiver request packet. Requests for waivers will not be granted for Program Director/Clinical Supervisor positions.

9. Equal Employment Opportunity

Upon Contract execution, the 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 bona fide occupational qualification necessary to perform the tasks associated with the position. The contractor is responsible for maintaining records as required by the federal Equal Opportunity Act.

10. Staff Background/Criminal Record Checks

- a. The Contractor and any subcontractor's staff assigned to this project shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime information Center/National Crime Information Center (FCIC II/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff member from any work under the Contract. The Department is under no obligation to inform the Contractor of the background check findings or the criteria for disqualification or removal. In order for the department to conduct this background check, the Contractor shall provide, upon request, the following data for any individual Contractor's or subcontractor's staff assigned to the Contract: full name, race, gender, date of birth, social security number, driver's license number and state of issue.
- b. The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- c. The Contractor shall submit to a Level II background screening in accordance with Department guidelines. The Contractor shall not consider new employees approved under the FCIC/NCIC background check until written documentation is received from the Department indicating the Level II screening has been completed and approved. No access to Department computers or data will be given to any contract employee until the Level II background screening has been reviewed and approved by the Department. The Contractor shall bear all costs associated with this background screening.
- d. No person who has been barred from any Department institution or other Department facility shall provide services under this Contract without approval from the Contract Manager.
- e. Offenders shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the offender and any staff of the Contractor. It is the responsibility of the Contractor to advise the Contract Manager or designee of any known preexisting close personal relationships between staff and offender. Chapter 33-208.002(26) of the Florida Administrative Code shall apply at the program, which stipulates that marriage between employee and offender is prohibited.
- f. The Contractor shall not employ or enter into any subcontract with any individual who is under supervision or jurisdiction of any parole, probation or correctional authority to provide direct treatment services or provide supervision of any other

offenders at any program site under this Contract. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with or access to any records of the Departments offenders participating at contracted sites.

- g. Contractor shall disclose any business or personal relationship a Contractor's staff person or potential hiree may have with anyone presently incarcerated or under the supervision of the Department.
- h. The Contractor shall immediately report any new arrest, criminal charges or convictions of a current employee under this Contract.
- i. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall require that all proposed employees provide to them the details of any criminal background information. The Contractor shall make full written report to the Contract Manager or designee within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when the Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

J. Contractor Technical Responsibilities (Information Technology)

1. Corporate Access to the Department's Network

Any access to the Departments network from an outside non-law enforcement entity must be done via a LAN to LAN Virtual Private Network (VPN). Once the corporate entity has made the request to the Department and they provide a copy of their security policies and a network diagram, a review will be made by the Departments network staff, Information Security staff, and the Chief Information Officer to make a final decision on granting access.

2. LAN to LAN Connections

- a. Authorized LAN to LAN connections must utilize IPSec security with either Triple DES or AES and be provided and managed (including software provision and configuration, and connection support) by a Department-approved VPN service provider. Outside entities requesting or using these connections are financially responsible for all required or related equipment and must adhere to all VPN service provider policies and procedures as well as Department procedures. The VPN service provider will coordinate with the outside entity in determining whether to use outside entity equipment to terminate that end of the VPN connection or provide the necessary equipment.
- b. When LAN to LAN VPN access is requested the requestor must also present an accurate and complete description of the requestor's information network, including



all permanent and temporary remote connections made from and to the requestor's network, for Department review. Any access or connection to the Department's network not approved by the Chief Information Officer or the Department is strictly prohibited.

- c. Outside entity workstations accessing the Department's information network via a LAN to LAN VPN must operate Windows XP or later operating system .Outside entity workstations accessing the Department's information network via a LAN to LAN VPN must operate with password protected screen savers enabled and configured for no more than 15 minutes of inactivity.
- d. It is the responsibility of the authorized users with VPN privileges to ensure that unauthorized persons are not allowed access to the Department's network by way of these same privileges. At no time should any authorized user provide their userID or password to anyone, including supervisors and family members. All users are responsible for the communications conducted by their workstations through the VPN connection to the Department.
- e. Any attempt to fraudulently access, test, measure or operate unapproved software on the Department's network is strictly prohibited. The use of any software capable of capturing information network packets for display or any other use is prohibited without the express consent of the Office of Information Technology.
- f. It is the outside entities' and their workforce members' responsibility to maintain knowledge of and compliance with relevant and applicable Department procedures.
- g. Notice of planned events in an outside entity's computing environment that may impact its secured connection, in any way or at any severity level, to the Department must be submitted to the Department at least one week in advance of the event.
- h. The Department must receive notice in electronic and written form from an outside entity when any unexpected event of interest occurs in any way or at any level of severity within or around the outside entity's computing environment that may impact the Department's information security. Events including but not limited to malware (virus, trojan, etc) discovery, network or system breaches, privileged account compromise, employee or workforce member misconduct, etc, are examples of events of interest to the Department.
- i. Outside entity workstations are not to access any resource or download any software from the Department's information network without prior approval.
- j. Before connection and while connected to a VPN formed with the Department the outside entity's computing environment (computing devices including workstations, servers, and networking devices) must be operating the latest available software versions and applicable patches, and have the following implemented with supporting policies or procedures available for review by the Department:
  - 1) Active and effective network device, server and workstation operating system and layered software patch or update processes.
  - 2) Department approved, up-to-date server and workstation anti-virus/malware software (all components) installed with active and effective patch or update processes in place.

3) Outside entity workforce members with VPN access privileges to the Department's network shall not use non-Department email accounts (i.e., Hotmail, Yahoo, AOL), or other external information resources to conduct Department business, ensuring a reduced risk to Department data and that Department business is never confused with personal business.

k. With regard to VPN connections used by outside entities that are provided by Department-approved VPN providers, the Department bears no responsibility if the installation of VPN software, or the use of any remote access systems, causes system lockups, crashes or complete or partial data loss on any outside entity computing or network equipment. The outside entity is solely responsible for protecting (backing up) all data present on its computing and network equipment and compliance with all regulatory legislation.

3. Contractor's Network

In addition to the contractor providing its own data network and connectivity devices, all associated IT hardware at the local correctional facility level will be provided by and maintained by the Contractor. This includes, but is not all inclusive, hardware such as personal computers and laptops (including software licenses), tablet PC's, thin clients, printers, fax machines, scanners, video conferencing, switches, and UPS for switches.

4. Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.

K. General Reporting Requirements

The reports delineated below shall be submitted by the Contractor in an approved format to the Department's On-Site Contract Monitor with a copy to the Contract Manager (or designee). The Department reserves the right to modify reporting requirements as necessary, upon thirty (30) days' written notification to the Contractor. The Department encourages the Contractor to submit copies of the required reports by e-mail, utilizing Microsoft Office Suite applications. However, hard copies are acceptable. All reports shall be submitted by the dates delineated below and shall be considered late after that date.

1. Monthly Report – This report shall include the Contractor's name, Contract number, mailing address, phone number, location of program, program title, name of each program participant, DC program participant number, and a detailed list of each service provided to the program participant during the past month and any accomplishments made during the month. The Monthly Report shall be attached to the invoice and shall include sufficient detail of services rendered for proper processing and approval. The monthly reports shall

be submitted by the fifteenth (15<sup>th</sup>) day of the month following the previous month's service period. The Contractor shall submit hard copies of all monthly reports with the monthly invoice to the Contract Manager or designee. The monthly reports include, but are not limited to:

- Staffing Report - The staffing report shall be submitted in a DC-approved format.
  - Clinical Supervision Report – The clinical supervision report shall be submitted for substance abuse counselors in a DC-approved format.
  - Religious Calendar – The religious calendar shall be submitted in a DC-approved format.
  - Released Inmates, Follow-Up Services Report – The Re-Entry Case Manager will maintain a database of follow-up service contacts and the outcomes of each contact. A monthly report will be created so that this information can be submitted by the 10<sup>th</sup> of each month.
  - Weekly Report – A weekly report shall be provided to the On-Site Contract Monitor that recaps the inmate attendance in all programs for the previous week.
2. Quality Assurance Report - The Contractor shall be required to provide a written report detailing the findings of its quality assurance program, as outlined in Section II., F. This report shall be submitted on a semi-annual basis to the On-Site Contract Monitor with a copy to the Contract Manager (or designee).

L. Deliverables

The following services or service tasks are identified as deliverables for the purposes of this Contract:

1. Reports as required in Section II., K., General Reporting Requirements; and
2. Occupied Beds: An occupied bed is defined as bed space that is filled by a Department-approved inmate who has received clinically appropriate services as required in Section II., G., Services to be Provided, and who is in the bed at the close of business (11:59 p.m.) on a daily basis.

M. Performance Measures

The Department has developed the following Performance Measures which shall be used to measure Contractor's performance and delivery of services.

Note: The Contractor shall comply with all Contract terms and conditions upon contract execution and the Department may monitor this compliance upon implementation of services to ensure that Contract requirements are being met.

- a. Listed below are the key Performance Outcomes, Measures and Standards deemed most crucial to the success of the overall desired service delivery. Other outcomes and standards may be considered. The Contractor shall maintain compliance with the following performance measures:

**Performance Measure #1**

Outcome: On any given day, 70% of all inmates are enrolled in at least one program based on individually assessed need.

Measure: OBIS program participation date for all inmates at the institution on random day each month.

Standard: Achievement of outcome must be met 100%.

**Performance Measure #2**

Outcome: The Contractor shall maintain the appropriate level(s) of licensure for the contracted programs in accordance with Chapter 397, F.S., and F.A.C. 65D-30.

Measure: Receive written reports from the Department of Children and Families and a copy of the appropriate license(s) to ensure appropriate services are provided and licensure compliance.

Standard: The Contractor must maintain the appropriate level(s) of Department of Children and Families licensure for one-hundred (100%) of the contracted programs.

**Performance Measure #3**

Outcome: Eighty percent (80%) of students enrolled in academic education for 120 days will increase by one literacy level in at least one subject area as measured by the TABE. Literacy levels as defined by the National Reporting System.

Measure: Literacy level increase within 120 calendar days.

Standard: Contractor shall show educational gains of at least one literacy level in at least one subject area within 120 days of enrollment in an academic class. Inmates are given the complete battery of the TABE which includes reading, math, and language within 30 days of enrollment. Subsequent administration of the TABE will be given upon completion of 120 calendar days. Performance shall be measured quarterly and/or on an as needed basis.

**Performance Measure #4**

Outcome: Within 180 calendar days of enrollment all inmates enrolled in GED-level courses will secure a GED.

Measure: Percent of inmates enrolled in GED level courses compared to the percent who will secure a GED education programs.

Standard: Contractor shall ensure that Department of Education requirements for GED testing sites are upheld and at least seventy-five (75%) of inmates enrolled in GED-level classes shall secure GEDs within 180 calendar days of enrollment. Performance shall be measured annually and/or as needed basis.

**Performance Measure #5**

Outcome: All inmates enrolled in vocational program will secure either a vocational certificate or an industry certificate.

Measure: Percent of inmates enrolled in vocational programming who secure either a vocational certificate or an industry certificate.

Standard: Contractor shall ensure that at least seventy-five (75%) of inmates enrolled in a vocational program, shall secure a vocational certificate or an industry certificate.

**Performance Measure #6**

Outcome: All program participants shall complete the 100-Hour Transition Training Program or an approved equivalent prior to release.

Measure: Compare the total number of program participants who complete the 100-Hour Transition Training Program or approved equivalent to the total number of participants who do not complete the program or approved equivalent prior to release.

Standard: Achievement of outcome must meet or exceed ninety-five percent (95%) on state fiscal year-end basis, starting July 1st and ending June 30th.

**Performance Measure #7**

Outcome: All Thinking for a Change Program participants shall demonstrate a reduction in criminal thinking errors as evidenced by results of the Texas Christian University Criminal Thinking Scale (CTS) – Short Form.

Measure: Criminal thinking error reduction on the Criminal Thinking Scale (CTS) – Short Form from pre-test to post-test.

Standard: Achievement of outcome should meet or exceed seventy-five percent (75%) on state fiscal year-end basis, starting July 1st and ending June 30th.

**Performance Measure #8**

Outcome: All program participants referred by the MDST with an identified need shall complete the Department Family Reunification/Parenting Program, or approved equivalent prior to release.

Measure: Compare the total number of program participants completing the Family Reunification/Parenting Program to the total number of participants referred by the MDST.

Standard: Achievement of outcome must meet or exceed seventy-five percent (75%) on state fiscal year-end basis, starting July 1st and ending June 30th.

**Performance Measure #9**

Outcome: All program participants referred by the MDST with an identified need shall complete a Victim Awareness Program, prior to release.

Measure: Compare the total number of program participants completing the Victim Awareness Program to the total number of participants referred by the MDST.

Standard: Achievement of outcome must meet or exceed seventy-five percent (75%) on state fiscal year-end basis, starting July 1st and ending June 30th.

**Performance Measure #10**

Outcome: All inmates shall be enrolled in substance abuse services prior to release based on individually assessed needs.

Measure: Percent of inmates enrolled in substance abuse services.

Standard: Contractor shall ensure that at least ninety-five (95%) of inmates are enrolled in the appropriate substance abuse program based on their needs on state fiscal year-end basis, starting July 1st and ending June 30th.

**Performance Measure #11**

Outcome: A minimum of ten (10) religious activities will be offered for inmates on a weekly basis.

Measure: Review of the monthly religious calendar.

Standard: Achievement of outcome shall be met 100% of the time.

**Performance Measure #12**

Outcome: At a minimum of ten (10) hours weekly, the Chapel Library shall be available to the inmate population.

Measure: Review of monthly religious calendar.

Standard: Achievement of outcome shall be 100% of the time.

b. Other Contract Requirements

Outcome: The Contractor shall meet the following contract requirements one hundred percent (100%) of the time.

Measure: The Department will monitor the Contractor's performance and determine compliance with other contract requirements, including, but not limited to, the following:

- a. Compliance with any other Term and Condition of the Contract involving delivery of services not otherwise listed above.
- b. Compliance with Section II., K, General Reporting Requirements.
- c. Invoicing and supporting documentation.

Standard: The Contractor shall achieve 100% compliance after the time-frames allowed for corrective action on identified deficiencies. Performance shall be measured on an annual basis.

By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above. Any failure by the Contractor to achieve any outcome and standard identified above may result in assessment of Liquidated Damages as provided in Section II., O. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract.

N. Monitoring and Evaluation Methodology

The Department's Contract Manager 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 service delivery and review of all contract requirements. The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits at any site where services are delivered pursuant to this Contract.

1. Program Start-up Orientation and Subsequent Monitoring

The Department's Contract Manager or designee will conduct a site visit during the first thirty (30) days of program start-up. The Contract Manager or designee will observe and assess the Contractor's understanding of the tasks required for the overall functioning of the program. This program site visit will include: confirmation that technical instructions have been provided to new staff; a face-to-face meeting with the Program Director and staff to ensure that contract requirements, monthly reporting, invoicing, program data management are clearly understood and properly implemented. This will be followed-up by an in-depth comprehensive program monitoring evaluation of the program, at least once during every contract year.

2. Monitoring Performance Outcomes and Standards

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery to determine if the Contractor has achieved the required level of performance for each Performance Outcome, Measure, and Standard identified in Section II., M, Performance Measures.

If the Department determines that the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal contract communication in accordance with Section II., C., Communications. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes, Measures and Standards within thirty (30) days of notice.

When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the Contract Manager within ten (10) days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, and will occur within thirty (30) days of the original monitoring visit, at which time full compliance must be met. Failure to correct deficiencies after forty (40) days from the date-of-receipt of a written monitoring report notating the deficiencies may result in the imposition of liquidated damages, and/or determination of breach of Contract and termination of services.

O. Liquidated Damages

By executing this Contract, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law.

The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the Performance Outcomes and Standards and Other Contract Requirements set forth in Section II., M., Performance Measures.

If the Contractor fails to meet the requirements in set forth in Section II., M., 1., the Department may impose Liquidated Damages on a monthly basis in the amount of two hundred and fifty dollars (\$250.00) for every day the Contractor did not have seventy percent (70%) of the total population enrolled in at least one program.

If the Contractor fails to meet the requirements set forth in Section II., M., 2., the Department will impose liquidated damages in the amount of two hundred and fifty dollars (\$250.00) for every day until such time as the appropriate license is issued for the contracted substance abuse program. This includes assessment of liquidated damages if an interim license is issued for any of the following reasons:

- a. The service component(s) under contract with the Department of Corrections is/are substantially in non-compliance with licensure standards.
- b. The Contractor is involved in license suspension or revocation proceedings for the contracted substance abuse program.

If the Contractor fails to meet any other performance measure as outlined in sections Section II., M., Performance Measures, the Department may impose liquidated damages in the amount of \$2,500.00 per occurrence.

The Department’s Contract Manager will provide written notice to the Contractor’s Representative of all liquidated damages assessed, accompanied by detail sufficient for justification of assessment. The Contractor shall forward a cashier’s check or money order to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due or in the alternative, may issue a credit in the amount of the liquidated damages due on the next monthly invoice following imposition of damages. Documentation of the amount of damages imposed shall be included with the invoice, if issuing credit. Damages not paid within sixty (60) days of receipt of notice will be deducted from amounts then due the Contractor.

**III. COMPENSATION**

A. Payment

The Department will compensate the Contractor for services as specified in Section II, Scope of Service, as delineated below:

<b>SERVICE TYPE: Original Contract Term</b>	<b>RATE (Per Occupied Bed; Per Day)</b>		
	<b>Year 1 1/2/14-1/1/15</b>	<b>Year 2 1/2/15-1/1/16</b>	<b>Year 3 1/2/16-1/1/17</b>
Per Diem Rate (unit cost), per bed for up to four hundred thirty-two (432) beds	\$ 14.71	\$ 14.71	\$ 14.71
Annualized Bed Days	157,680	157,680	158,112
Cost: Not to Exceed	\$2,319,472.80	\$2,319,472.80	\$2,325,827.52



The Contractor shall be reimbursed for each occupied bed; however, during program start-up the Contractor shall be reimbursed at 80% of the contracted beds beginning the day the first inmate is placed at the facility until the actual bed count reaches 80%. The Department will make every effort to maintain one hundred percent (100%) occupancy of contracted beds. After program start-up and bed totals reach more than 80% the Contractor shall request payment for the actual number of occupied contracted beds. If at any time thereafter, the facility drops less than 80% the Contractor will be paid for 80% of the contracted beds until the time when the occupancy increases.

B. MyFloridaMarketPlace

1. Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032, (1)(i), Florida Administrative Code (F.A.C). Form PUR 3777, Notice of Transaction Fee Exemption, has been filed by the Department.

2. Vendor Substitute W9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms can be found at: <https://flvendor.myfloridacfo.com/casappsp/cw9hsign.htm>. Frequently asked questions/answers related to this requirement can be found at: <https://flvendor.myfloridacfo.com/W-9%20faqs.pdf>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com).

C. Submission of Invoice(s)

The Contractor agrees to request compensation on a monthly basis through submission to the Department of a properly completed invoice no later than the last business day of the month following the month for which payment is being requested. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

The Contractor shall submit invoices pertaining to this Contract to:

Kim Riley, Director  
 Office of Re-Entry  
 Florida Department of Corrections  
 501 South Calhoun Street  
 Tallahassee, FL 32399-2500  
 Telephone: (850) 717-3050

The Contractor’s invoice shall include the Contractor’s name, mailing address, and tax ID number/FEIN as well as the Contract number and date of invoice period. Every invoice must be accompanied by the appropriate supporting documentation as indicated in Section III., D., Supporting Documentation for Invoice.

D. Supporting Documentation for Invoice

The Contractor shall submit hard or electronic copies of all monthly reports with the monthly invoice to the Contract Manager or designee. The monthly reports include, but are not limited to:

- Staffing Report - The staffing report shall be submitted in a DC-approved format.
- Clinical Supervision Report – The clinical supervision report shall be submitted for substance abuse counselors in a DC-approved format.
- Religious Calendar – The religious calendar shall be submitted in a DC-approved format.
- Released Inmates, Follow-Up Services Report – The Re-Entry Case Manager will maintain a database of follow-up service contacts and the outcomes of each contact. A monthly report will be created so that this information can be submitted by the 10<sup>th</sup> of each month.
- Weekly Report – A weekly report shall be provided to the On-Site Contract Monitor that recaps the inmate attendance in all programs for the previous week.

E. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

The Unlimited Path of Central Florida, Inc.  
P.O. Box 897  
Panama City, FL 32402

F. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

G. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

H. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

I. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

J. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB or RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. 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.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

K. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

L. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

M. Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at [http://www.myfloridacfo.com/aadir/direct\\_deposit\\_web/index.htm](http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm) or by phone at (850) 413-5517.

#### IV. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Kim Riley, Director  
Office of Re-Entry  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Telephone: (850) 717-3058  
Fax: (850) 922-0847  
E-mail: [riley.kim@mail.dc.state.fl.us](mailto:riley.kim@mail.dc.state.fl.us)

The Contract Manager will perform the following functions:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Contractor;
3. Evaluate the Contractor's performance;
4. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
5. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Contract Monitor:

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Review, verify, and approve invoices from the Contractor.

The Contract Monitor will be:

Government Operations Consultant II, #72003029  
Florida Department of Corrections  
Gadsden Re-Entry Facility  
630 Opportunity Lane  
Havana, FL 32333  
Telephone: (850) 539-2440

**B. Department's Contract Administrator**

The Contract Administrator for this Contract will be:

Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Telephone: (850) 717-3681  
Fax: (850) 488-7189

The Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor provided by the Contract Manager for filing in the Contract Administration file.

**C. Contractor's Representative**

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

Shelia Randolph, Executive Administrator  
The Unlimited Path of Central Florida, Inc.  
P.O. Box 897  
Panama City, FL 32402  
Telephone: (850) 873-6415  
Fax: (850) 873-6417  
E-mail: [Shelia@unlimitedpath.com](mailto:Shelia@unlimitedpath.com)

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

V. **CONTRACT MODIFICATION**

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section III., C., Submission of Invoice(s) and Section IV., CONTRACT MANAGEMENT, shall be valid only through execution of a formal Contract amendment.

VI. **TERMINATION**

A. Termination at Will

This Contract may be terminated by the Contractor upon no less than one hundred twenty (120) calendar days' notice and upon no less than thirty (30) calendar days by the Department, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

## VII. CONDITIONS

### A. Records

#### 1. Public Records Law

The Contractor agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the contracted services; (b) allow public access to records in accordance with the provisions of Chapter 119 and 945.10, Florida Statutes; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Contractor's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the Department's information technology systems. The Contractor's failure to comply with this provision shall constitute sufficient cause for termination of this Contract.

#### 2. Audit Records

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.
- c. The Contractor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this Contract and Attachment #1, and CFO Memorandum No.4 (2005-2006), which is incorporated herein as if fully stated.

#### 3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., E., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the

Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. State Objectives

Within thirty (30) calendar days following award of the contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this Contract.

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Contract Management & Monitoring, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified.)

1. Diversity in Contracting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises

Information on Certified -Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and

Federal Employer Identification Number of each minority/service-disabled veteran vendor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of this contract.

2. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (“PRIDE”)

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

3. Products Available from the Blind or Other Handicapped (RESPECT):

The State/Department supports and encourages the gainful employment of citizens with disabilities. 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 Section 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 this 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>.

C. Prison Rape Elimination Act (PREA)

The Contractor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor will also comply with all Department policies and procedures that relate to PREA.

D. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Sections 403.7065, Florida Statutes.

E. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by The Unlimited Path of Central Florida, Inc. and the State of Florida, Department of Corrections.” If the sponsorship reference is in written material, the words “State of Florida, Department of Corrections” shall appear in the same size letters or type as the name of the organization.



F. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

G. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

H. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

I. Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

J. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

K. Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Deputy Assistant Secretary of Re-Entry. The Deputy Assistant Secretary of Re-Entry shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

M. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

O. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

Q. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

R. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing

from the Department's staff identified in Section IV., Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

T. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

U. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

Contractor's are encouraged to seek the participation of certified minority business enterprises (CMBE's). Please identify each CMBE that will participate in the Contract and the nature of the participation. To find a certified minority vendor (CMBE) or learn about the Mentor Protégé Program, go to the Office of Supplier Diversity's webpage at <http://osd.dms.state.fl.us>.

V. MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

W. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

X. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity and may not transact business with any public entity.

Y. Scrutinized Companies Lists (Applicable only if contract value is \$1 Million or more)

Pursuant to Chapter 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

In executing this contract and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Z. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

AA. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

BB. Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. 1320d-8), and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of this Contract, which includes and incorporates Attachment #2, Business Associate Agreement, as part of this Contract.

CC Reservation of Rights

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 are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is serviced by the Department, either directly or indirectly, through these services.

DD. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

EE. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

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Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and any attachments or exhibits, ITN #13-DC-8405 and the Contractor's response to the ITN, contain all the terms and conditions agreed upon by the parties. In the event of any conflict in language among these documents, the Department's Contract will govern.

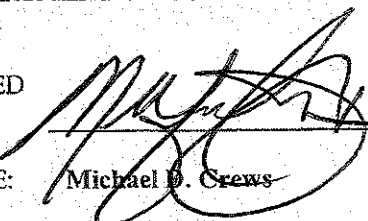
IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.


**CONTRACTOR:**  
**THE UNLIMITED PATH OF CENTRAL FLORIDA, INC.**

SIGNED BY: Shelia Randolph  
NAME: Shelia Randolph  
TITLE: Executive Administrator  
DATE: 12/18/2013  
FEID #: 59-3279253

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED BY:   
NAME: Michael D. Crews  
TITLE: Secretary  
Department of Corrections  
DATE: 12/23/13

SIGNED BY:   
NAME: Jennifer A. Parker  
TITLE: General Counsel  
Department of Corrections  
DATE: 12/20/13

**FINANCIAL AND COMPLIANCE AUDITS**  
**Special Audit Requirements**

The administration of resources awarded by the Department of Corrections to the Contractor may be subject to audits and/or monitoring by the Department of Corrections, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Corrections. In the event the Department of Corrections determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Contract indicates Federal resources awarded through the Department of Corrections by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Corrections. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Contractor resources obtained from other than Federal entities).
4. The Contractor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [http://www.myfloridacfo.com/aadir/statewide\\_financial\\_reporting/sefaprogramtitles.pdf](http://www.myfloridacfo.com/aadir/statewide_financial_reporting/sefaprogramtitles.pdf).

**PART II: STATE FUNDED**

This part is applicable if the Contractor is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Contractor expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Contract indicates State financial assistance awarded through the Department of Corrections by this Contract. In determining the State financial assistance expended in its fiscal year, the Contractor shall consider all sources of State financial assistance, including State



**CONTRACT #C2797**  
**Attachment #1**

financial assistance received from the Department of Corrections, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Contractor expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Contractor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/index.aspx> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Department of Financial Services' Website <http://www.fldfs.com/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

**REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by **PART I** of this Contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit		Contract Manager		Contract Administrator
Office of the Inspector General		Kim Riley, Director Office of Re-Entry		Bureau of Contract Management and Monitoring
Florida Dept. of Corrections		Florida Dept. of Corrections		Florida Dept. of Corrections
501 S. Calhoun Street		501 S. Calhoun Street		501 S. Calhoun Street
Tallahassee, FL 32399-2500		Tallahassee, FL 32399-2500		Tallahassee, FL 32399-2500

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

**CONTRACT #C2797**  
**Attachment #1**

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Contractor shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Corrections at each of the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Kim Riley, Director Office of Re-Entry	Bureau of Contract Management and Monitoring
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
501 S. Calhoun Street	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

3. Copies of financial reporting packages required by **PART II** of this Contract shall be submitted by or on behalf of the Contractor directly to each of the following:

- A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Kim Riley, Director Office of Re-Entry	Bureau of Contract Management and Monitoring
Florida Dept. of Corrections	Florida Dept. of Corrections	Florida Dept. of Corrections
501 S. Calhoun Street	501 S. Calhoun Street	501 S. Calhoun Street
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Department of Corrections pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Contractors, when submitting financial reporting packages to the Department of Corrections for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

**RECORD RETENTION**

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of 7 years from the date the audit report is issued, and shall allow the Department of Corrections, or its designee, CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Corrections, or its designee, CFO, or Auditor General upon request for a period of **7 years** from the date the audit report is issued, unless extended in writing by the Department of Corrections.

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EXHIBIT - 1

FUNDS AWARDED TO THE CONTRACTOR PURSUANT TO THIS CONTRACT-CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	*Funding Amount	State Appropriation Category
7045100/7045200	GR	13-14	70-016	Substance Abuse Svcs	1,150,204.32	100716/100777
		14-15			2,319,472.80	
		15-16			2,325,827.50	
		16-17			1,169,208.48	
Total Award						

For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[http://www.myloridafto.com/aadir/statewide\\_financial\\_reporting/sefaprogramtitles.pdf](http://www.myloridafto.com/aadir/statewide_financial_reporting/sefaprogramtitles.pdf)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the Contractor is clearly indicated in the Contract.

\* This amount is an estimate of the funding amount and subject to change; reference Section III, Compensation of this Contract.

**Business Associate Agreement for HIPAA**

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and The Unlimited Path of Central Florida, Inc. ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI,"") as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of a Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.504(e).

Whereas, in regards to Electronic Protected Health Information as defined in 45 C.F.R. § 160.103, the purpose of this Agreement is to comply with the requirements of the Security Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.314(a).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions**

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule, HIPAA Security Rule or the HITECH Act. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
  - (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a

Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

- (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.

- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.

- D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

- 1) any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;
- 2) any Security Incident;
- 3) any Breach, as defined by the HITECH Act; or
- 4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

Contractor will without unreasonable delay, but no later than seventy-two (72) hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose protected health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during any Breach pursuant to 42 U.S.C.A. § 17932(b). Such report will:

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
- 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.
- 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.

- 4) Identify what has been or will be done to mitigate the effects of the Breach; and
  - 5) Provide any other information, including further written reports, as the Department may request.
- E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are un, terminate the contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).
- F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.
- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to offenders under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.
- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**
- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.
- C. **Effect of Termination**
- (1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.
- (2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.
6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.
7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys’ fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.
8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.