This Contract is between the Florida Department of Corrections ("Department") and Comprehensive Alcoholism Rehabilitation Programs, Inc. ("Contractor") which are the parties hereto.

WITNESSETH

Whereas, the Department has supervisory and protective care, custody, and control of the inmates, buildings, grounds, property, and all other matters pertaining to facilities and programs for the imprisonment, correction, and rehabilitation of adult offenders in accordance with Section 945.025, Florida Statutes;

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

Whereas, this Contract is entered into pursuant to RFP# 11-DC-8282 authorized pursuant to Section 287.057 (1)(b), Florida Statutes; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide outpatient substance abuse treatment and aftercare services to offenders on community supervision with the Department in Judicial Circuit 15.

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 March 1, 2012, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on February 28, 2015. 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 thirty (30) 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.
II. SCOPE OF SERVICE

A. General Description of Services To Be Provided

The services described herein are designed to provide outpatient substance abuse treatment and aftercare services to offenders on community supervision with the Department. The services to be delivered include intake screening, assessment, individual counseling, group counseling, treatment plan reviews, referrals to other treatment services and any other services described herein. The goal of the Department’s treatment program is to offer services and interventions to motivate and assist offenders in their personal recovery from substance abuse while allowing them to maintain residence and employment in the community.

B. Rules and Regulations

1. All outpatient substance abuse treatment and aftercare services provided under this Contract must meet all applicable local, state and federal ordinances, laws, rules and regulations. In addition, services must be provided in accordance with any applicable court orders, Department of Corrections’ program and procedure guidelines, and any subsequent revisions and/or addenda to those documents. Should any of the laws, standards, rules or regulations or Department procedures change during the course of this contract term, the updated version will take precedence. The Contractor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such mandates and requirements.

2. The Contractor shall ensure that all substance abuse treatment services provided directly or through referral to an outside provider are provided in accordance with Chapter 397, F.S., Rule 65D-30, Florida Administrative Code (F.A.C.) and all updates, and Code of Federal Regulation 42, Part 2.

3. The Contractor shall ensure that all Contractor’s staff providing services under this Contract comply with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.

4. The Contractor agrees to modify its service delivery in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement or consent order or change in the Department’s mission. Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, will be made in accordance with Section V., CONTRACT MODIFICATION.

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

The Contractor shall respond to all communications by facsimile, email, or hard copy mail.

The Contract Manager will utilize a date/numbering system for tracking formal communications.

The only personnel authorized to use formal contract communications are the Department’s applicable Contract Manager, Contract Administrator, Director of Re-entry, 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., 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 or Contractor’s designee, 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 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 offenders within three (3) working days of receipt of the request. The Contract Managers shall be copied on all such correspondence.

D. Confidentiality

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

1. The Contractor shall provide outpatient substance abuse treatment and aftercare services to offenders on community supervision with the Department.

2. The Contractor shall ensure that a minimum of fifty-two percent (52%) of the offenders admitted to the program are successfully discharged.

3. The Contractor shall obtain the required licensure and shall comply with requirements and standards regarding the operation of an outpatient substance abuse treatment program as set forth in Rule 65D-30, F.A.C.

4. The Contractor shall comply with the Department’s policy regarding “Non-Discrimination”, which states that “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 benefits of the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract.”

5. The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on-site and a copy submitted to the Contract Manager or designee upon request.

6. The Contractor shall provide the Department’s Contract Manager or designee with a current copy of the program description, eligibility criteria, program rules, and specific criteria for termination from the program upon execution of the Contract.

7. The Contractor shall submit to the Contract Manager or designee for review and written approval any significant revisions and updates to the program description, program structure, eligibility criteria, program rules, and criteria for termination from the program prior to such revisions and updates being implemented, once the contract has been executed.

8. The Contractor shall have Internet access and maintain a current, active email address at all times, for the duration of the Contract.

F. Department Responsibilities

1. The Department will complete Section I of the Community Supervision Program Referral Form, DC5-404, (Attachment 2) for each offender approved for outpatient substance abuse treatment, and forward the form to the Contractor.

2. The Department will make available, upon request, all non-confidential records and social histories pertaining to referred offenders to the Contractor, where such information is not otherwise protected by law.

3. The Department will provide, upon execution of the Contract, a copy of all Department reporting forms as necessary to comply with Section II., M., General Reporting Requirements.
G. **Administrative Requirements**

1. The Department will not provide any administrative functions or office support for the Contractor (e.g., clerical assistance, office supplies, telephone equipment and service, copiers, fax machines and preparation of documents), except as indicated in this Contract.

2. The Contractor shall furnish its own support services (e.g., secretarial or clerical staff).

3. The Contractor shall be responsible for providing and paying for the following items, to include but not be limited to:
   a. Office supplies;
   b. Office equipment; and
   c. Forms.

H. **Service Location(s), and Service Times**

1. **Service Location(s)**

   The Department–approved sites for the provision of outpatient substance abuse treatment and aftercare services are:

   a. **North Palm Beach County**
      
      5410 East Avenue
      West Palm Beach, Florida 33407

   b. **Central Palm Beach County**
      
      8461 Lake Worth Road, Suite 213
      West Palm Beach, Florida 33467

   c. **Western Palm Beach County**
      
      607 South Main Street, Suite 101
      Belle Glade, Florida 33430

By execution of the Contract, the Contractor attests that any service location listed is approved for the purposes outlined in this Contract. Each service location shall meet all state, county, and city zoning, permitting and licensing at the time of contract execution, as well as any other requirements necessary to operate the service location. The Contractor shall provide such documentation (or changes or revision thereto) to the Contract Manager or designee upon request at anytime during the contract period. The Contractor shall notify the Department of any zoning changes, notices, or challenges from zoning bodies or complaints from citizens or other entities regarding operation of the service location within seventy-two (72) hours of receipt of knowledge of the charge, notice, challenge or complaint.
2. Add/Delete/Change Service Location(s)

a. Changes to the site location may be requested by the Contractor, with an effective date, via letter or e-mail. Such letter or e-mail will be followed by a formal communication from the Contractor that includes a statement that attests the new service location meets all of the service location requirements in the paragraph above. The attestation statement shall be completed, signed and notarized by the Contractor and provided to the Department prior to the effective date of the change to the service location. The Department reserves the right to approve or deny the request upon receipt of the attestation statement.

b. The Department reserves the right to require the Contractor to change a service/program site location if it is determined to be inaccessible, inconvenient or unsuitable for provision of services to offenders under this Contract. In addition, the Department reserves the right to add, delete or change service delivery locations upon thirty (30) calendar days’ written notice in the best interest of the Department. Such changes, additions or deletions may be accomplished by letter. The Contractor shall change the site location as soon as possible and upon securing a replacement site, shall provide the Contract Manager with an attestation statement as described above. Changes made pursuant to this subsection do not require a contract amendment.

3. Service Times

The Contractor shall conduct services at times accessible and convenient to offenders and be reasonably flexible in scheduling assessments, group sessions and individual sessions in order to accommodate offenders’ work schedules.

I. Offender Referral, Admission, Discharge and Offender Payment Status

1. Offender Referral

The Department will refer appropriate offenders to the Contractor in a timely manner within the provisions of the Contract using the Community Supervision Program Referral Form (DC5-404).

All offenders participating in the treatment program must be approved for placement by the Department, in writing, prior to entrance into the treatment program. The requirement for written approval may be satisfied with the completion of Section I of the Community Supervision Program Referral Form (DC5-404) by Department staff. In order for an offender to be approved, the offender must be eligible according to the criteria outlined in the Admission Criteria section below. The Contractor is responsible for ensuring that, prior to entrance into the program, each offender screened for admission to the treatment program has a Community Supervision Program Referral form with Section I filled out on his or her behalf. The Contractor is also responsible for completing and submitting Sections II and III at the appropriate times and for submitting these documents to the Department’s designee. The Department is not liable for payment for any offender who does not have a Community Supervision Program Referral form on file with the Contractor.
The Contractor shall ensure that prior to services being rendered, offenders sign appropriate releases, including releases that allow the Department access to all program information and alcohol and drug screening and testing results.

2. Community Supervision Program Referral Form (DC5-404) – (Attachment 2)

The Department, as the referring party, will complete Section I of the Community Supervision Program Referral Form or its electronic equivalent and forward the form to the Contractor. The Contractor shall ensure that each offender referred for services has a DC5-404 form with Section I completed.

Upon the offender’s admission to the program, the Contractor shall complete Section II of the DC5-404 form and forward a copy of the form or its electronic equivalent to the Department’s designated staff for data entry within three (3) calendar days of the offender’s admission to the program. The original form and a copy will be retained by the Contractor.

Upon discharge of the offender from the program, the Contractor shall complete Section III of the DC5-404 form and submit the original form or its electronic equivalent to the Department’s designated staff within three (3) calendar days of the offender’s discharge from the program and retain a copy for the offender’s clinical file.

3. Offender Admission Criteria

The offender must be under community supervision with the Department and must be court ordered or required through Interstate Compact, or in accordance with the terms of a pre-trial intervention agreement or referred by the Probation Officer to participate in an outpatient substance abuse treatment program. The offender’s admission must be approved, in writing, by the Department.

4. Program Discharge

The Contractor shall notify the offender’s Probation Officer, in writing, within three (3) calendar days of an offender’s discharge from the program, regardless of the type of discharge. The Contractor shall prepare a written Discharge Report for each offender discharged from the program, and submit the discharge report to the offender’s Probation Officer within ten (10) calendar days of discharge. This discharge report must specifically state under what status the offender was discharged from the program (successful, unsuccessful, or administrative), must identify any ancillary programs the offender participated in while in the treatment program, and must outline an aftercare plan and/or further treatment recommendations. Within three (3) calendar days of an offender’s discharge from the program, the Contractor shall complete Section III of the Community Supervision Program Referral form (DC5-404) and submit the original to the Department’s designee and retain a copy in the offender’s clinical file. All documentation of discharge shall be maintained in the offender’s clinical file.

Offenders may be discharged from the program successfully, unsuccessfully, or administratively as follows:
a. Successful Discharge

An offender must meet all of the following criteria to be successfully discharged from the treatment program:

1) The offender must have successfully complied with all program requirements;
2) The offender must have made satisfactory progress toward the goals of her/his substance abuse service plan; and
3) The offender must have obtained maximum benefit from the program as determined by her/his counselor and the counselor’s clinical supervisor.

b. Unsuccessful Discharge

An offender may be unsuccessfully discharged from the program when the discharge is a result of any of the following:

1) Violation of program rules;
2) Failure to meet the requirements of a successful discharge as outlined above; or
3) A maximum of three (3) unexcused absences from scheduled treatment events.

The decision to unsuccessfully discharge an offender shall be made by the primary counselor and qualified clinical supervisor based on clinical reasons. The supporting rationale shall be documented in the offender’s clinical file.

c. Administrative Discharge

An administrative discharge implies neither success nor failure in the program. Some of the reasons for which an offender might be administratively discharged from the program include, but are not limited to:

1) A medical or mental health condition which prohibits an offender from participation in the program;
2) A clinical determination that the offender is not in need of substance abuse treatment;
3) Expiration of the offender’s sentence;
4) Death of the offender; or
5) Other approved reasons outside of the control of the offender or program and unrelated to program compliance.

5. Offender Payment Status

The offender’s payment status will be indicated on the Community Supervision Program Referral form (DC5-404). All terms and conditions of the Contract shall apply equally to all Department referred offenders receiving services regardless of payment status.

a. Department-Funded Status – The Department will compensate the Contractor for one hundred percent (100%) of the applicable fee(s) for services provided in accordance with the rates in the Compensation section of this Contract, for offenders in this status. Offenders in this payment status are not required to make any payments to the Contractor for services provided.
b. **Offender Co-Payment Status** – The Department will compensate the Contractor for fifty percent (50%) of the applicable fee(s) for services provided in accordance with the rates in the Compensation section of this Contract, for offenders in this payment status. Offenders in this payment status will pay fifty percent (50%) of the applicable fee(s) to the Contractor at the time services are rendered.

c. **Offender Full/Self Payment Status** – The Department will not assume the cost of treatment services for offenders in this payment status. Offenders in full/self payment status will pay one hundred percent (100%) of the cost for services in accordance with the rates in the Compensation section of this Contract, at the time services are rendered.

The Contractor shall collect all monies, provide a receipt to the offender for each payment, and shall follow acceptable accounting practices and procedures in processing all offender payments. The Contractor may request full or co-payment from an offender, as applicable, at the time services are rendered and may refuse to provide services if an offender fails to pay timely. The Contractor shall notify an offender’s Probation Officer in the monthly progress report if an offender refuses to pay either the full payment or the co-payment for services.

The Department will not be held liable and will not pay for unpaid offender payments. The Department is not responsible for collecting any payment from the offender, including collection of overdue or unpaid amounts the offender might owe to the Contractor. The Department will not pay for services not provided by the Contractor, such as fees for missed appointments. The Department will not be liable for payment for services rendered to an offender who has not been referred and approved by the Department with the Community Supervision Program Referral form (DC5-404).

**J. Program Services to be Provided**

The Contractor shall provide outpatient substance abuse treatment program services to motivate and assist offenders in their personal recovery from substance abuse while allowing them to maintain residence and employment in the community. These services include the following requirements summarized below.

The Contractor shall require each offender to sign an attendance report/sign-in sheet for verification of attendance at each treatment event. This attendance report/sign-in sheet shall identify the offender’s name and DC number, the date, time, duration, place of the treatment event and the treatment counselor facilitating the treatment event. The attendance report/sign-in sheet for each treatment event shall be maintained on-site and made available to the Contract Manager or designee upon request. Failure to produce the documentation upon request may impact invoice certification for that treatment event.

The Contractor shall refer all offenders screened and determined to be in need of a treatment other than outpatient substance abuse treatment, back to the referring correctional probation officer for appropriate follow-up with the sentencing court or release authority. In such cases, the Contractor shall document their recommendation in the written narrative summary of the intake screening within ten (10) calendar days of receipt of the referral.

The minimum clinical time requirements for group and individual counseling sessions shall be utilized to provide direct clinical services to offenders and shall not be utilized to conduct...
urinalysis, case management activities, or other associated tasks (i.e., writing case notes, report writing, general paperwork, etc.).

The Contractor shall provide the following treatment services:

1. Intake Screening

   The Contractor shall screen the offender within ten (10) calendar days of receipt of the Department’s referral to determine the offender’s appropriateness and eligibility for substance abuse treatment services and the level of services needed, or other disposition. The Contractor shall document the rationale for their recommendation or action taken. The Contractor shall refer all offenders identified during the intake screening as having a substance abuse problem (by admitted drug usage, positive urinalysis, a drug offense, significant other reports, etc.) to the appropriate treatment, regardless of whether the offender admits to a drug problem or desires to enter treatment. The Department may also request that an alcohol and drug screening and testing be completed during the intake process if the screening indicates that the offender is appropriate for Outpatient Substance Abuse Treatment Services. The alcohol and drug screening and testing will be completed at no cost to the Department.

   If it becomes apparent that the waiting time is going to exceed ten (10) calendar days due to reasons beyond the Contractor’s control, the Contractor must notify the Contract Manager or designee in writing. If requested by the Contract Manager, the Contractor shall follow-up with a weekly status report on all offenders who have had an initial intake screening but who have not yet started treatment.

   If an offender reschedules the intake screening appointment or fails to appear for any scheduled appointment, the Contractor shall advise the Probation Officer, in writing, within three (3) calendar days of an offender’s absence from any appointment, individual counseling session, or group counseling session. Notice shall be provided via the Community Supervision Program Referral Form (DC5-404) or by other written notice within three calendar days of the rescheduled or missed appointment.

2. Orientation and Initial Treatment Plan

   For each offender referred by the Department and determined to be appropriate for outpatient substance abuse treatment, the Contractor shall provide the offender with an orientation to program services and develop an initial treatment plan in accordance with Rule 65D-30, F.A.C. and any revisions/updates thereof. These activities must occur prior to or upon the offender’s placement into the program. In addition to any Rule 65D-30 Initial Treatment Plan requirements, the document must also specifically address the fact that the offender is on community supervision. A written narrative summary of the screening and a copy of the Initial Treatment Plan shall be provided to the Probation Officer within ten (10) calendar days of the Contractor’s first contact with the offender.

3. Assessment

   The Contractor shall complete a physical health assessment and the psychosocial assessment and updates in accordance with the requirements and timeframes specified in Rule 65D-30, F.A.C. and any revisions/updates.
4. Individual Treatment Plan

The Contractor shall complete the Individual Treatment Plan in accordance with the requirements and timeframes specified in Rule 65D-30, F.A.C. Offenders shall participate in the development of their Individual Treatment Plan. The individualized treatment plan should minimally address the offender’s substance use, criminal thinking, correctional supervision and financial responsibilities for treatment services. Each of these areas, as appropriate, should be incorporated into the offender’s Individual Treatment Plan as specific treatment objectives.

5. Treatment Plan Reviews

The Contractor shall complete Treatment Plan Reviews in accordance with the requirements and timeframes specified in Rule 65D-30, F.A.C. and any future revisions/updates. Offenders shall participate in their treatment plan reviews. A treatment plan review session shall consist of a minimum of thirty (30) minutes of face-to-face contact between the offender and the primary counselor. The Contractor may only invoice the Department and/or the offender for one (1) treatment plan review session every thirty (30) calendar days after the development and implementation of the individualized treatment plan.

6. Aftercare Plan

For any offender identified to be in need of aftercare services, the Contractor shall develop an aftercare plan in accordance with the requirements and timeframes specified in Rule 65D-30, F.A.C. and any future revisions/updates. The aftercare plan shall provide an outline of the goals to be accomplished during aftercare including regular counseling sessions and the need for ancillary services.

7. Individual Counseling

Sessions shall consist of a minimum of forty-five (45) minutes of face-to-face contact with the offender. The Contractor is authorized to provide one (1) individual counseling session to each offender within the first thirty (30) days of program entry for the purposes of assessment and individualized treatment plan development. After the first thirty (30) days, provision of individual counseling sessions, if deemed clinically necessary, must be approved in advance and in writing by the Contract Manager or designee.

8. Group Counseling Sessions

The Contractor shall have the ability to offer various types of group counseling services in order to provide each offender with the clinically appropriate services. The offender’s individual treatment or aftercare plan shall reflect the type and frequency of groups each offender is required to participate in.

a. Substance Abuse Education & Life Skills Training Groups (Six (6) to Twelve (12) Weeks)

These psycho-educational groups shall provide education in the areas of the disease of addiction, pharmacology, relapse prevention, health education, motivational
enhancement, criminal thinking, anger management, communication skills, problem solving and other related recovery and resiliency topics. These groups shall be primarily didactic in nature. The group shall be at least sixty (60) minutes duration and led by a substance abuse counselor. This group time does not include administrative tasks such as taking attendance and collecting fees. The maximum group size may not exceed twenty-five (25) participants.

b. Group Counseling (Process Groups)

Group counseling sessions are utilized to treat substance abuse related disorders and address the criminal thinking behaviors. The number of process groups an individual attends per week shall be based on individual clinical need determined through the assessment and reassessment process. The frequency of group participation shall be reflected on the individualized treatment plan. The number of process groups an individual attends may increase or decrease depending on clinical need. Process groups shall be at least sixty (60) minutes in duration. This group time does not include administrative tasks such as taking attendance and collecting fees. The maximum group size may not exceed fifteen (15) participants.

c. Aftercare Groups

These groups provide aftercare counseling to offenders who have completed a Department inpatient or outpatient program. The groups shall focus primarily on relapse prevention. Aftercare groups shall be at least sixty (60) minutes duration. This group time does not include administrative tasks such as taking attendance and collecting fees. The maximum group size may not exceed fifteen (15) participants.

9. Alcohol and Drug Screening and Testing

If the Contractor chooses to utilize alcohol and drug screening and testing as part of its treatment protocol, it must be done in accordance with the Department’s alcohol and drug screening and testing and confirmation protocol. All positive drug screens and/or confirmations must be reported to the supervising probation officer within twenty-four (24) hours.

Any changes to the approved alcohol and drug screening and testing protocol must be approved in writing by the Contract Manager or designee. Any alcohol and drug screening and testing done by the Contractor shall be at no cost to the Department. Any fee charged to the offender for alcohol and drug screening and testing or other method of alcohol and drug screening and testing shall be approved in writing by the Contract Manager, or designee, prior to any such fee being assessed.

10. Ancillary Services

Ancillary Services, including psychiatric and medical, shall be provided directly by the Contractor or through referral in those instances where the Contractor does not provide certain services needed by an offender. The need and referral for ancillary services shall be reflected in the individualized treatment or aftercare plan.
11. Clinical Supervision

The Contractor shall ensure that all substance abuse clinical charts are reviewed, signed, dated and credentialed by the qualified professional in accordance with Rule 65D-30, F.A.C. and Chapter 397, Florida Statutes. The qualified professional shall be responsible for the overall quality of each clinical file.

On a monthly basis, the qualified professional shall ensure a minimum of five (5) charts or ten percent (10%) of the program’s total clinical charts, whichever is greater, are reviewed. The qualified supervisor shall document the results of this monthly review and maintain it on-site for review by the Contract Manager or designee.

12. Training of Department Staff

If requested by the Department, and at no cost to the Department, the Contractor shall provide up to forty (40) hours of substance abuse training annually for Department employees. Training topics, time allocations, and the number of Probation and Parole staff to be trained shall be determined by the Contractor and the Circuit Administrator, or designee.

K. Contractor Staff Requirements

1. General Staffing Requirements

The Contractor shall have direct oversight, be responsible for and monitor the performance of all staff providing outpatient substance abuse treatment services in support of this Contract.

The Contractor shall ensure staff is scheduled to work during hours that offenders are available, including evening and weekend hours, so that attendance at treatment services is convenient for offenders, as determined by the Contract Manager or designee.

The Contractor shall maintain a written job description for all staff providing services under this Contract. In addition, the Contractor shall maintain on file a current application and/or resume of all staff providing services under this Contract, and shall provide a copy to the Contract Manager or designee upon request.

The Contractor’s staff shall liaise with and maintain a good working relationship with Department staff and other providers working with the Department.

2. Minimum Staffing Levels and Absences/Vacancies

The Contractor shall provide an adequate level of professional treatment staff for provision of the services outlined herein and shall ensure that staff providing services are appropriately trained. The Contractor shall comply with all counselor-to-client ratios established in applicable sections of Rule 65D-30, F.A.C. and all updates and revisions thereto.

The Contractor shall ensure the constant presence of sufficient staff and treatment space to provide the services listed at the approved site, in order to ensure that there will be no waiting lists for assessments or treatment services and shall monitor staff vacancies to
ensure treatment services to offenders are not cancelled, postponed, or rescheduled. The Contractor shall notify the Contract Manager or designee within one (1) business day of any treatment services to offenders having to be postponed, cancelled, or rescheduled by the Contractor.

All substance abuse treatment services shall be provided under the supervision of a “qualified professional” as defined in Chapter 397, Florida Statutes and Rule 65D-30, F.A.C.

The Contractor shall have and utilize a written back-up plan and have adequate staff to fill-in for assessment and treatment staff who may be absent from work (e.g., unexpected emergency, illness, or vacation) to ensure that treatment services to offenders (i.e., assessments, groups and individual sessions) will not be canceled or rescheduled.

3. Contractor Staffing Qualifications and Credentials

Contractor staff providing Clinical Supervision shall, at a minimum, meet the criteria for a Qualified Professional, as outlined in Chapter 397, F.S and Rule 65D-30, F.A.C., and all updates and revisions thereto.

Contractor’s clinical staff providing services (counselors) shall, at a minimum, meet the criteria for a Qualified Professional, as outlined in Chapter 397, F.S.; or meet the qualifications for a substance abuse counselor specified in the Contractor’s approved personnel policies pursuant to service/program licensure requirements by the Department of Children and Families (DCF).

The Contractor shall provide a certification statement on each individual to the Contract Manager or his/her designee certifying that the credentials of each individual have been reviewed and that he/she is certified as fully qualified to perform the duties assigned. A copy of each completed credentials file shall be maintained by the Contractor.

The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department. Department employees terminated at any time by the Department for cause may not be employed or provide services under the Contract. The Department shall not employ criteria to approve or disapprove the selection of Contract employees that exposes the Contractor or the Department to civil or criminal liability under applicable federal or state civil rights laws, including, but not limited to, those laws establishing or protecting employee rights.

4. Conduct and Safety Requirements

The Contractor shall ensure that all staff adhere to and are provided with a copy of the below standards of conduct and safety requirements. A documented receipt of such notification shall be maintained in the employee’s personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from work under the Contract. The Department is under no obligation to inform the Contractor of the criteria for disqualification or removal.

a. The Contractor’s staff shall not display favoritism to, or preferential treatment of, one program participant or group of program participants over another.
b. The Contractor’s staff shall not deal with any offender 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 offender or an offender’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 offenders, their family or close associates.

c. The Contractor’s staff shall not enter into any business relationship with offenders or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.

d. Unless approved in writing by the Contract Manager or designee, the Contractor’s staff shall not have outside contact (other than incidental contact) with a offender 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. 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.

g. 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.

5. Staff Background/Criminal Records Checks

a. The Contractors’ staff assigned to this Contract 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/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 from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, upon request, the following data for any individual Contractor 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. If requested, the Contractor’s staff shall submit to fingerprinting by the Department of Corrections for
submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

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. 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.

d. 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 pre-existing 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.

e. 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 Department of Corrections offenders participating at contracted sites.

f. The 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 Florida Department of Corrections.

g. The Contractor shall immediately report any new arrest, criminal charges or convictions of a current employee under this Contract.

h. 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 $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.
6. Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in the Contract is required 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 employment duties 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).

L. Program Operating Procedures

The Contractor shall have a written, indexed system of operating procedures that is descriptive of services required, reporting and notifications, and the population served. All staff shall have a working knowledge of the operating procedures. These operating procedures shall be available for review by the Contract Manager/designee upon request. At a minimum, the operating procedures shall include the following:

1. Program Operating Procedures: A detailed description of operational policies and procedures governing daily operations of the program.

2. Quality Assurance Plan: A written quality assurance plan that complies with the requirements set forth in Section 397.419, F.S. and ensures the use of a continuous quality improvement process, in accordance with Rule 65D-30.004(2), F.A.C. The Contractor shall be responsible for all costs incurred as a result of implementing the quality assurance plan. The Contract Manager or designee may request a semi-annual or annual report on the Contractor’s compliance with the quality assurance plan.

3. Emergency Medical Services Plan: A detailed description of the manner in which medical emergencies shall be addressed.

4. Plan for Universal Infection Exposure Control: A written plan for exposure control regarding infectious diseases. The plan shall apply to all staff, volunteers, clients and offenders. The plan shall be approved and reviewed annually by a medical director or consulting physician. The plan shall be in compliance with Chapters 381 and 384, F.S., and Chapters 64D-3 and 64D-2, F.A.C.

5. Universal Infection Control Services and Education Requirements: Detailed description of risk assessment, screening and education for infection control of communicable diseases.

6. Grievance Procedure: A written procedure by which offenders may present grievances related to services provided to them by the Contractor under the contract. Such procedure shall, at a minimum, address the offender’s due process rights and any substantive issues sought to be raised by the offender. The Contractor shall advise the offender of the proper method of presenting the grievance. Offenders shall be encouraged to resolve grievances with program staff before lodging a formal grievance.

7. Emergency Operations Procedure: A written emergency procedure covering such emergencies as fire, natural disaster, hurricanes, severe weather and a pandemic outbreak.
M. General Reporting Requirements

Reports shall be written in such a manner as to be understood by non-practitioners and shall contain clear and practical recommendations that will assist the offender’s Probation Officer in effectively supervising the offender. The Contractor shall submit and maintain the following records and documentation on-site and make available for review as requested by the Department, or as otherwise specified in Section VII., A., 3., Retention of Records:

1. Treatment Reports

The written reports described below shall be provided by the Contractor to the offender’s Probation Officer via email and a copy shall be retained in the Contractor’s file.

a. Written Progress Reports

The Contractor shall provide a written progress report following a format approved by the Contract Manager or designee for each offender in treatment and shall distribute this report to the offender’s Probation Officer by the tenth (10th) day of the month following the month during which services were provided or as soon as possible thereafter with written approval by the Local Contract Coordinator. At a minimum, the progress report must include the following information:

1) Offender’s name, FDC number and Probation Officer’s name;
2) Month and year of service, Contract number, and program name;
3) Dates of attendance, and any missed appointments;
4) Types of services delivered;
5) Progress in the program and a progress rating;
6) Prognosis;
7) Therapist/Case Manager’s signature; and
8) Alcohol and drug screening and testing results, if applicable.

b. Written Discharge Reports

The Contractor shall provide a written discharge report for each offender discharged from treatment. The discharge report shall be submitted to the offender’s Probation Officer within ten (10) calendar days of discharge or as soon as possible thereafter with written approval by the Local Contract Coordinator. The discharge report must follow a format approved by the Contract Manager or designee and include:

1) Offender’s name, FDC number and Probation Officer’s name;
2) Contract number, program, and date of report;
3) Discharge date, discharge type and supporting rationale;
4) A summary of participation and progress;
5) An aftercare plan outline; and
6) Therapist/Case Manager’s signature.

c. Incident Reports

The Contractor shall immediately inform the Contract Manager or designee, by telephone, of any situation or event involving life-threatening injury to offenders or staff, any event requiring emergency evacuation of the program location, death of an
offender, or any other serious incident that may affect the public interest (i.e., homicides by offenders). The Contractor shall also submit a written report within one (1) business day of all incidents, including but not limited to, incidents involving any use of force by a Contractor’s staff member upon an offender, significant staff disciplinary incidents, staff employment terminations, any and all new staff arrests, physical or verbal threats and assaults by an offender upon another offender or Contractor’s staff, destruction of property or offender medical emergencies. The Contractor shall submit a report of any incident not described above, but requiring investigation, within one (1) business day of knowledge of the incident.

d. Alcohol and Drug Screening and Testing Results Report

If applicable, the Contractor shall submit to the Department’s designated staff, a monthly report detailing the dates, alcohol and drugs tested for, and results of all alcohol and drug screening and testing for each individual offender.

2. Summary Invoice and Program Detail and Monthly Performance Report (Attachment 3)

The Contractor shall provide the Department of Corrections with a Summary Invoice and a Program Detail and Monthly Performance Report. These reports shall be submitted to the Contract Manager or designee no later than the last business day of the month following the month for which the services covered by the report were provided. The Program Detail and Monthly Performance Report shall reflect offender-made payments and be accompanied by detail sufficient for a pre and post audit.

3. Department of Children and Families (DCF) Licensure and Licensure Inspections

The Contractor shall provide the Department of Corrections with a copy of the following licensure items as applicable to the services required under this Contract. These items shall be submitted to the Department’s Contract Manager within thirty (30) days of receipt from DCF.

a. DCF Regular License(s); and
b. DCF Licensure and other DCF Inspections.

N. Records and Documentation

The Contractor shall comply with all record keeping and reporting practices established by the Department, including the utilization of the Department’s standardized format for all invoices, assessments, discharge reports, attendance reports/sign-in sheets, and monthly progress reports. Any deviation from the standard format for invoicing and reports must be approved by the Contract Manager or designee.

O. Clinical Files

Upon admission, the Contractor shall prepare a clinical file for each offender. All clinical files shall contain documentation as required by the service specifications of this Contract and by Rule 65D-30, Florida Administrative Code, and Chapter 397, Florida Statutes, and all updates and revisions to those documents.
P. Performance Measures

The Department desires to contract with a Contractor who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. Therefore, 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.

1. Performance Outcomes, Measures and Standards

Listed below are the key Performance Outcomes, Measures and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met.

Performance Measure #1 - Licensure

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

Measure: Receive written report from the Department of Children and Families and a copy of the appropriate license(s).

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

Performance Measure #2 – Other Contract Requirements

Outcome: The Contractor shall meet 100% of their contractual obligations.

Measure: Review the total score of the annual comprehensive contract evaluation conducted by the Department.

Standard: The Contractor must meet or exceed a score of 80% compliance on the annual comprehensive contract evaluation.

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 the Performance Measures identified above may result in assessment of Liquidated Damages as provided in Section II., S. Any such assessment and/or subsequent payment thereof shall not affect the Contractor’s obligation to provide services as required by this Contract.
Q. Monitoring Methodologies

The Department may utilize any or all of the following monitoring methodologies in monitoring the Contractor’s performance under the Contract and in determining compliance with contract terms and conditions:

1. Site visits (announced and/or unannounced);
2. Desk review of records related to service delivery (shall include any documents and databases pertaining to the contract and may be based on all documents and data or a sampling of same whether random or statistical);
3. Interviews with Contractor and/or Department staff;
4. Review of grievances filed by offender/residents regarding Contractor’s service delivery; and
5. Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies, as applicable (e.g., American Correctional Association, etc.).

A Contract Monitoring tool will be developed by the Department’s Bureau of Substance Abuse Services in accordance with the requirements in this Contract. The monitoring tool will be utilized in review of Contractor’s performance.

To further assist in the contract monitoring process, the Department has established a Contractor’s Self-Certification of Compliance form, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Contractor’s Self-Certification of Compliance form will be retained in the Contract Manager’s file and the official Contract file. The Contractor shall complete the Contractor’s Self-Certification of Compliance form within thirty (30) days of execution of this Contract and forward the original to the Contract Manager. All documents referenced in the Contractor’s Self-Certification of Compliance form shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

a. Program Start-up Orientation and Subsequent Monitoring

The 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 successful 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 lead contract supervisor(s) 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.

b. 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 Outcomes, Measures, and Standard identified in Section II., P.
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. 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.

R. Quality Assurance

In accordance with Rule 65D-30.004(2), F.A.C., the Contractor shall have a quality assurance program that complies with the requirements set forth in Section 397.419, F.S. and ensures the use of a continuous quality improvement process. The Contractor shall be responsible for all costs incurred as a result of this quality improvement.

S. 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 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. Within ten (10) days of receipt of a written notice of demand for damages due, the Contractor shall forward payment to the Contract Manager. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier’s check or money order. As an alternative, the Contractor may issue a credit, for 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.

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

1. If the Contractor fails to meet Performance Measures as outlined in Performance Measure #1, the Department will impose Liquidated Damages in the amount of $250.00 a month until such time as the appropriate license is issued for the contracted program(s).

Liquidated damages will be assessed if an interim license is issued for any of the following reasons:

a. Facility or service component under contract with the Department of Corrections is substantially in non-compliance with licensure standards.

b. The Contractor has failed to provide satisfactory proof of conformance to fire, safety or health requirements for the contracted program(s).

c. The Contractor is involved in licensure suspension or revocation proceedings for the contract program(s).

2. If the Contractor fails to meet Performance Measures as outlined in Performance Measure #2, the Department will impose Liquidated Damages in the amount of twenty-five percent (25%) of the allocation to the contract on July 1 of that year.
T. Deliverables

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

1. Units of Service pursuant to Section II., J., Program Services to be Provided; and
2. Reports as specified in Section II., M., General Reporting Requirements.

III. COMPENSATION

A. Payment

This Contract is a fixed rate per service Contract. The Department will compensate the Contractor for services as specified in Section II, Scope of Service, as delineated below:

| SERVICE TYPE                                                                 | RATE  
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Intake Screening</td>
<td>$ 48.00</td>
</tr>
<tr>
<td>Individual Counseling – minimum 45 minutes (Only once without prior authorization)</td>
<td>$ 43.00</td>
</tr>
<tr>
<td>Treatment Plan Review – Minimum of 30 minutes (Once every 30 calendar days after development of first Individualized Treatment Plan)</td>
<td>$ 43.00</td>
</tr>
<tr>
<td>Group Counseling(includes Substance Abuse Education &amp; Life Skills Training Groups, Process Groups and Aftercare Groups) (60 minutes of group)</td>
<td>$ 20.00</td>
</tr>
</tbody>
</table>

B. MyFloridaMarketPlace Transaction Fee Exemption

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.myfloridaacfo.com by March 31, 2012. Forms can be found at: http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf Frequently
asked questions/answers related to this requirement can be found at: http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridaacfo.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.

The Contractor shall submit invoices pertaining to this Contract to:

Arnia Perpignand  
Program Manager  
Department of Corrections  
189 SE 3rd Avenue, Suite 5  
Delray Beach, Florida 33483  
Phone: (561) 279-1941  
Fax: (561) 279-1943  
Email: perpignand.arnia@mail.dc.state.fl.us

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 II., D., Supporting Documentation for Invoice.

D. Supporting Documentation for Invoice

The Contractor agrees to request compensation through submission to the Department of a properly completed invoice. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted to the Department no later than the last business day of the month following the month during which services were provided and shall satisfy contract requirements for reporting services rendered and documenting compliance with performance measures described in Section II., P.

E. Official Payee

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

Comprehensive Alcoholism Rehabilitation Programs, Inc.  
5410 East Avenue,  
West Palm Beach, Florida 33407

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 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, Bureau Chief  
Bureau of Substance Abuse and Treatment Services  
Department of Corrections  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Phone: (850) 717-3060  
Fax: (850) 922-0847  
Email: 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 Local Contract Coordinator:

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 Local Contract Coordinator for this Contract will be:

Arnia Perpignand, Program Manager
Department of Corrections
189 SE 3rd Avenue, Suite 5
Delray Beach, Florida 33483
Phone: (561) 279-1941
Fax: (561) 279-1943
Email: perpignand.arnia@mail.dc.state.fl.us

B. Department’s Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Procurement & Supply
Department of Corrections
Mailing Address:  
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Physical Address:  
4070 Esplanade Way
Tallahassee, Florida 32311
Telephone: (850) 717-3700
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:

Mr. Robert P. Bozzone
Executive Director and CEO
Comprehensive Alcoholism Rehabilitation Programs, Inc.
5410 East Avenue
West Palm Beach, Florida 33407
Telephone #: (561) 844-6400 x220
Fax #: (561) 844-7575
Email: ceo@carpinc.org
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., Invoice Submission 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’ notice 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 allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with this Contract. The Contractor’s refusal 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 4, 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. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than forty-eight (48) hours upon request if stored at a different site location. 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 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.
B. 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.

C. 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](http://www.respectofflorida.org).

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 Comprehensive Alcoholism Rehabilitation Programs, 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**

**NOTE:** This section is not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, Florida Statutes.

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 cannot be resolved informally shall be reduced to writing and delivered to the Department’s Assistant Secretary of the Office of Re-Entry. The Department’s Assistant Secretary of the Office 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.

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. 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.
Z. **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.

AA. **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 1, Business Associate Agreement, as part of this Contract.

BB. **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.

CC. **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) (a), 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.

DD. **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.

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 if included, RFP# 11-DC-8282 and the Contractor's response to the RFP, 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:
COMPREHENSIVE ALCOHOLISM REHABILITATION PROGRAMS, INC.

SIGNED
BY: 

NAME: Robert Boazzani
TITLE: Executive Director and CEO

DATE: 02/15/2012
FEID #: 59.1447364

DEPARTMENT OF CORRECTIONS

SIGNED
BY: 

NAME: Kenneth S. Tucker
TITLE: Secretary Department of Corrections

DATE: 2/27/12

Approved as to form and legality, subject to execution.

SIGNED
BY: 

NAME: Jennifer A. Parker
TITLE: General Counsel Department of Corrections

DATE: 2/10/12

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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 Comprehensive Alcoholism Rehabilitation Programs, 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 unsuccessful, 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.
COMMUNITY SUPERVISION PROGRAM REFERRAL
COMMUNITY SUPERVISION SERVICES

Date of Referral: ___________________________ Office: ___________________________
Referring Officer: ___________________________ Phone: ___________________________

SECTION I. Referral Information:
Instructions: Section I completed by DC Referring Officer.

A. OFFENDER INFORMATION:

Name: ___________________________ R/S: ___________________________ DC #: ___________________________

Sex Offender: ☐ YES ☐ NO (check appropriate answer) Phone: (H) ___________________________ (W) ___________________________

Comments: ___________________________________________________

B. PROGRAM TYPE (CHECK ONE):

☐ Outpatient Substance Abuse Treatment ☐ Domestic Violence, Anger Management, or Batterer’s Intervention Program
☐ Aftercare Substance Abuse Treatment ☐ Psychological/Mental Health Treatment
☐ Nonsecure Residential (60 days or less) ☐ Sex Offender Treatment
☐ Nonsecure Residential (61 days to 1 year) ☐ Probation Restitution Center (PRC)
☐ Long Term Residential (Secure) ☐ Prison Diversion Program
☐ Other: ___________________________________________________

C. PAYMENT: ☐ DC Funded ($0-$4,999) ☐ Co Payment ($5,000-$10,000) ☐ Self Pay (greater than $10,000)

SECTION II. Evaluation and Treatment Information:
Instructions: Section II completed by program.

A. EVALUATION DATE: __________/_________/__________ (APPOINTMENT TIME: __________) OR
REFERRAL CLOSED REASON: ☐ Absconded ☐ Court Action ☐ Deceased ☐ No Show ☐ Termination ☐ Transfer

B. TREATMENT RECOMMENDED: ☐ YES ☐ NO (☐ Not in Need of Services ☐ Does Not Meet Program Criteria)
WAITING LIST: ☐ YES ☐ NO

C. TREATMENT START DATE: __________/_________/__________ OR
TREATMENT NOT RECEIVED: ☐ Refused Services ☐ Pending Court Decision ☐ Was not Sentenced to Program

D. PROGRAM NAME: ___________________________ PROGRAM TYPE (SELECT FROM I.B.): ___________________________

SECTION III. Termination:
Instructions: Section III completed by program.

A. TERMINATION DATE: __________/_________/__________

B. STATUS: ☐ Successful
☐ Unsuccessful (☐ Rearrest ☐ Offender Request ☐ Unexcused Absence ☐ Uncooperative/Rule Breaking)
☐ Administrative ☐ Court Action ☐ Medical ☐ Expired
☐ Transfer Transfer Date: __________/_________/__________

Transfer Vendor: ___________________________________________________

Submit a DC5-404 when referring an offender to court/commission ordered:
- Treatment (including substance abuse, mental health, sex offender, outpatient, or residential)
- Transitional housing (also submitted when offenders volunteer to attend DC contracted transitional housing programs)
- Probation Restitution Centers (PRC)
- Counseling (including Domestic Violence, Anger Management, Batterer’s Intervention)
- Prison Diversion Program

DO NOT submit a DC5-404:
- On a referral that is not Court or Florida Parole Commission (FPC) ordered as a special condition
- When the court/FPC orders classes or courses that are not considered “treatment” including DUI school, PREA counseling, education (GED), Victim Awareness or Victim Impact Panel, Impulse Control, Anti-Theft, Parenting, HIV/AIDS, etc.
- When the officer refers the offender to a class for Life Skills, Cognitive Behavior, Employment preparation as an ISP goal
### SUMMARY INVOICE - outpatient substance abuse treatment program

<table>
<thead>
<tr>
<th>Service</th>
<th>Number Served</th>
<th>Cost per offender</th>
<th>Total Service Cost (# Served X's Cost Per Offender)</th>
<th>Total Co-pay collected for service</th>
<th>Total Due by Department for Service (Total Service Cost - Collected Co-Pay for Service)</th>
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<tbody>
<tr>
<td>Intake Screening</td>
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<td>Individual Counseling</td>
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<td>Treatment Plan Reviews</td>
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<tr>
<td>Group Counseling (includes Substance Abuse Education &amp; Life Skills Training Groups and Aftercare Groups)</td>
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</tbody>
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**TOTAL INVOICED AMOUNT FOR MONTH**

Submitted by: ___________________________  Title: ___________________________  Date: ___________________________
### Program Detail and Monthly Performance Report - outpatient substance abuse treatment program

<table>
<thead>
<tr>
<th>Number</th>
<th>Name</th>
<th>FDC #</th>
<th>Exit Date</th>
<th>Exit Reason</th>
<th>Pay Status: D/C or Co</th>
<th>Service Date</th>
<th>Service Type*</th>
<th>Duration of Service (min.)</th>
<th>Service Cost</th>
<th>Offender Co-Payment</th>
<th>Charges to FDC</th>
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* I/S - Intake Screening; I/C - Individual Counseling; TPR - Treatment Plan Review; EG - Education Group; PG - Process Group; AG - Aftercare Group

Submitted by: ___________________________  Date: ___________________________
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 Office (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).


**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 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:

<table>
<thead>
<tr>
<th>Internal Audit</th>
<th>Contract Manager</th>
<th>Contract Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of the Inspector General</td>
<td>Kim Riley, Chief Bureau of Substance Abuse Program Services</td>
<td>Bureau of Procurement &amp; Supply</td>
</tr>
<tr>
<td>Florida Dept. of Corrections</td>
<td>Florida Dept. of Corrections</td>
<td>Florida Dept. of Corrections</td>
</tr>
<tr>
<td>501 S. Calhoun Street</td>
<td>501 S. Calhoun Street</td>
<td>501 S. Calhoun Street</td>
</tr>
<tr>
<td>Tallahassee, FL 32399-2500</td>
<td>Tallahassee, FL 32399-2500</td>
<td>Tallahassee, FL 32399-2500</td>
</tr>
</tbody>
</table>

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.
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:

<table>
<thead>
<tr>
<th>Internal Audit</th>
<th>Contract Manager</th>
<th>Contract Administrator</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Kim Riley, Chief Bureau of Substance Abuse Program Services</td>
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<tr>
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<td>Tallahassee, FL 32399-2500</td>
<td>Tallahassee, FL 32399-2500</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Internal Audit</th>
<th>Contract Manager</th>
<th>Contract Administrator</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Kim Riley, Chief Bureau of Substance Abuse Program Services</td>
<td>Bureau of Procurement &amp; Supply</td>
</tr>
<tr>
<td>Florida Dept. of Corrections</td>
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<td>501 S. Calhoun Street</td>
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<tr>
<td>Tallahassee, FL 32399-2500</td>
<td>Tallahassee, FL 32399-2500</td>
<td>Tallahassee, FL 32399-2500</td>
</tr>
</tbody>
</table>

   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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**
EXHIBIT – 1

Funds awarded to the contractor pursuant to this contract consist of the following:

<table>
<thead>
<tr>
<th>Federal Program Number</th>
<th>Federal Agency</th>
<th>CFDA Number</th>
<th>CFDA Title</th>
<th>Funding Amount</th>
<th>State Appropriation Category</th>
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</table>

State resources awarded to the contractor pursuant to this contract consist of the following matching resources for federal programs:

<table>
<thead>
<tr>
<th>Federal Program Number</th>
<th>Federal Agency</th>
<th>CFDA</th>
<th>CFDA Title</th>
<th>Funding Amount</th>
<th>State Appropriation Category</th>
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</table>

State resources awarded to the contractor pursuant to this contract consist of the following resources subject to section 215.97, F.S.:

<table>
<thead>
<tr>
<th>State Program Number</th>
<th>Funding Source</th>
<th>State Fiscal Year</th>
<th>Catalog of State Financial Assistance Number</th>
<th>CSFA Title or Funding Source Description</th>
<th>*Funding Amount</th>
<th>State Appropriation Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>General Revenue</td>
<td>FY 11-12</td>
<td>70.016</td>
<td>Substance Abuse</td>
<td>$ 13,000</td>
<td>Contracted Services</td>
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<td>FY 12-13</td>
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<td>$ 26,000</td>
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<td>FY 13-14</td>
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<td></td>
<td>$ 26,000</td>
<td></td>
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<tr>
<td>FY 14-15</td>
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<td>$ 13,000</td>
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</table>

For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://www.myfloridacfo.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.