

EXHIBIT E

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
MID FLORIDA EXTRADITIONS INCORPORATED

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and Mid Florida Extraditions Incorporated ("Contractor") to provide Interstate and Intrastate Extradition Services as directed by the Department.

This Amendment:

- Renews the Contract for three (3) years pursuant to Section I., B., Contract Renewal. The Department is exercising its renewal option for the final renewal period and revises Section I., A., Contract Term; and
- Revises Section IV., B., Department's Contract Administrator.

Original contract period: January 1, 2007 through December 31, 2009

In accordance with Section V., Contract Modifications; the following changes are hereby made:

1. Section I., A., Contract Term, is hereby revised to read:

A. Contract Term

This contract began on January 1, 2007, and shall end at midnight on December 31, 2012.

This contract is in its final renewal period.

2. Section IV., B., Department's Contract Administrator is hereby revised to read:

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Procurement & Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-6671
Fax: (850) 922-8897

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

- 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.

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

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

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

**CONTRACTOR:
MID FLORIDA EXTRADITIONS
INCORPORATED**

SIGNED
BY:

NAME:

TITLE:

DATE:

FEID #:

DEPARTMENT OF CORRECTIONS

SIGNED
BY:

NAME:

TITLE:

DATE:

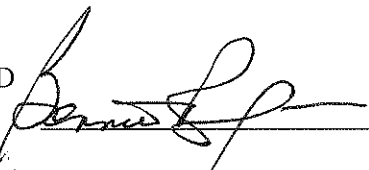
SIGNED
BY:

NAME:

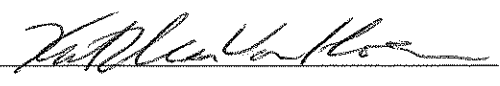
TITLE:

DATE:

Approved as to form and legality,
subject to execution.



for **Richard D. Davison**
Deputy Secretary
Department of Corrections
11/19/09



Kathleen Von Hoene
General Counsel
Department of Corrections
11/60/09

**CONTRACT BETWEEN
THE DEPARTMENT OF CORRECTIONS**

AND

MID FLORIDA EXTRADITIONS INCORPORATED

This Contract is between the Florida Department of Corrections ("Department") and Mid Florida Extraditions Incorporated ("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 ITB # 06-DC-7705-R authorized pursuant to Section 287.057 (1)(a), Florida Statutes; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide Interstate and Intrastate Extradition Services.

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

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on January 01, 2007, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on December 31, 2009. 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 three (3) year period(s) after the initial Contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. 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. Services to be Provided

The Contractor shall provide interstate and intrastate extradition services, which include, but are not limited to, secure pickup/delivery of inmates by ground transport, within the parameters as defined in Section II., E., Extradition Service Tasks, and as directed by the Department. Services shall meet or exceed the minimum requirements outlined in this Contract. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department; otherwise, it shall be considered that services shall be performed in strict compliance with the requirements and rules, regulations and governance contained herein. The Contractor shall act in good faith in the performance of all contract provisions.

B. Licensure, Rules and Regulations

All inmates shall be transported in accordance with Florida Department of Corrections' rules, regulations, policy and procedure directives, and relevant federal and State of Florida statutes, rules and regulations to ensure the safety and security of the inmates, assigned staff and the public, while providing humane treatment to the inmate. All such laws, statutes, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract. Such statutes, rules and regulations include, but are not limited to, the following:

1. Rules and Regulations

- a. To ensure that the inmates are safely transported, the Contractor shall adhere to the maximum driving time and on-duty time as outlined in 49 Code of Federal Regulations (CFR) § 395.3 (2005) Federal Highway Administration, US Department of Transportation.
- b. The Contractor shall comply with Department of Corrections' Rule 33-603.201 (Transfer of Inmates), Florida Administrative Code, except as it relates to a "trailing escort vehicle", as adopted and as may be amended, at all times that this Contract is in effect.
- c. 49 Code of Federal Regulations (CFR) § 387.33 (2005) Federal Highway Administration, US Department of Transportation, which requires "any vehicle with a seating capacity of 15 passengers or less" to carry Public Liability Insurance in the amount of \$1,500,000. Vehicles with a seating capacity of 16 passengers or more shall carry \$5,000,000. This is considered to be "General Liability" and the Contractor shall have on file all documentation required under 49 Code of Federal Regulations (CFR) § 387.33 (2005) Federal Highway Administration, US Department of Transportation.
- d. The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. §1320d-8), and all applicable regulations promulgated there under. Such compliance shall be required as outlined in Attachment 2, Business Associate Agreement, which is incorporated herein as if fully stated.

2. Licensure

- a. All of the Contractor’s personnel must be licensed as required by 49 Code of Federal Regulations (CFR) § 383 (2005) Federal Highway Administration, US Department of Transportation, which states that no personnel shall be allowed to operate a vehicle unless they possess the appropriate valid driver’s license. Personnel employed by the Contractor shall be required to produce their license upon demand of any authorized Department employee.
- b. The Contractor shall hold a current, valid and unrestricted Class “B” license pursuant to Chapter 493, Florida Statutes, and any transporting employee of the Contractor’s company shall hold a current, valid and unrestricted Class “D” and Class “G” license pursuant to Chapter 493, Florida Statutes. Employees authorized to carry firearms shall be licensed according to Section 790.06, Florida Statutes.

3. Should any of the above laws, statutes, standards, rules or regulations, Department procedures or directives change during the course of this Contract term, the updated version will take precedence. The Contractor agrees to modify its service pickup or delivery, including addition or expansion of services in order to meet or comply with changes required by operation of law or due to changes in any applicable practice standards or regulations.

4. The Contractor shall ensure that any person providing services under this Contract complies with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.

C. Communications

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

a. 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.

b. 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.

c. Formal:

The same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damages, or termination. Formal communications shall also include requests for changes in the scope of this

Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) days of receipt.

2. The Contractor shall respond to Informal and Formal communications by facsimile and/or e-mail, with follow-up by hard copy mail.
3. A date/numbering system shall be utilized for tracking of formal and informal communication.
4. The only personnel authorized to use formal contract communications are the Department's Assistant Secretary for Institutions, Bureau Chief of Sentence Structure & Population Management, Contract Manager, Contract Administrator, 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 this Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.
5. In addition to the personnel named under Formal Contract Communications, personnel authorized to use Informal Contract Communications are the Warden, Contract Administrator and any comparable corporate positions on behalf of the Contractor or other persons designated in writing by the Contractor.
6. 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 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 shall respond to inquiries from the Department by providing all information or records that the Department deems necessary within three (3) working days of receipt of the request. The Contract Manager shall be copied on all such correspondence.

D. Facilities

The facilities to be included under this contract include all currently operating institutions and allied facilities as indicated in Attachment 1, Locations. The Department reserves the right to add or delete facilities under this Contract, upon thirty (30) days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

E. Extradition Service Tasks

1. Care and Custody
 - a. The Department will provide a minimum ten (10) calendar days pick-up date notice (this includes weekends and holidays) to the Contractor detailing extradition services required for inmate(s)' transportation. Upon written, email, internet, or faxed notice by the Department, the Contractor will take custody of those inmate(s) committed to the custody of the Department who are to be extradited on or prior to the pick-up date provided and shall transport said inmate(s) to the location designated by the Department within

fifteen (15) working days, upon taking custody of said inmate(s), unless otherwise authorized by the Department's Contract Manager or designee. In the event the Department gives less than ten (10) calendar days' notice, and the Contractor is unable to transport as a result, the Department reserves the right to seek other means of extradition services from another available source in accordance with Department procurement guidelines. If the Contractor is unable to take custody of the inmate by the required pick-up date and the Department has given the minimum ten (10) calendar days' notice, the Contractor shall ensure that the inmate(s) are detained until pick-up can be secured. The Contract Manager or designee will assist where possible in this endeavor; however there will be no resultant costs to the Department. Payment of costs associated with any delay in pick-up of inmate(s) will be the responsibility of the Contractor.

- b. The Contractor will take custody of such inmates from authorized agents of the Department or other law enforcement agencies designated by the Department and shall transport such inmates to a facility designated by the Department, within fifteen (15) working days from date of pick-up, unless otherwise authorized by the Department's Contract Manager or designee, and surrender the inmate(s) to only those persons designated by the Department to receive the inmate(s).
- c. The Contractor shall provide all inmates with three (3) meals, two (2) of the three (3) meals must be hot, per twenty-four (24) hour period during which the inmate is being transported or lodged. Meals from "fast food type" restaurants are acceptable. The cost for all meals shall be the responsibility of the Contractor.
- d. While the inmate is in the custody of the Contractor, the Contractor shall ensure that the inmate receives any required medical treatment. In an emergency, the Contractor shall be required to obtain medical care appropriate to the emergency, which at a minimum shall be equivalent to that level of care available to inmates in the Department's general population. Absent an emergency situation, the Contractor shall notify the Department's Contract Manager or designee, 24 hours prior to obtaining medical treatment for inmates. The Contractor will not incur any medical costs arising from illness, injury or disease of inmates not directly caused through any fault of the Contractor, or its agents or employees. Medical costs arising from illness, injury or disease not caused by the Contractor shall be billed directly to the Department by the health care provider rendering said medical services.
- e. The Contractor shall provide a verbal report to the Contract Manager as soon as possible, but not later than twenty-four (24) hours after the occurrence of any incidents such as: abuse or accidents, use of force, driver violations or other unusual incidents which have occurred during the transportation of inmates by the Contractor for the Department. If the incident occurs on a weekend or holiday in which the twenty-four (24) hour requirement can not be met by the Contractor, the Contractor shall notify the Department's Emergency Action Center Duty Officer and provide a telephone number which will be relayed to the Contract Manager for follow-up contact. The verbal report shall be followed up with a written report

within five (5) working days of the incident. (These reports shall include specific names of inmates and employees involved, as well as full disclosure of the pertinent facts surrounding the incident.) Failure to report incidents, falsification of reports, coercing or attempting to coerce others not to report or to falsify reports, or any other violations of state or federal law, rule or regulation, may result in the imposition of criminal penalties and/or immediate cancellation of this Contract.

2. Transportation

a. Vehicle and Restraint Requirements

At all times and regardless of the number of inmates being transported, there must be a minimum of two (2) transport officers, this includes the driver. At least one transport officer must be armed and one must be the same sex as the inmates being transported.

b. The Contractor shall warrant that transportation vehicles are properly maintained to ensure appropriate and timely transfer of inmates and that all transport vehicles are appropriately ventilated (air conditioning/heating) as determined by the climate. All transportation vehicles shall be maintained in a sanitary condition.

c. Inspection, repair, and maintenance of transportation equipment shall be mandatory as outlined in 49 Code of Federal Regulations (CFR) § 396 (2005) Federal Highway Administration, US Department of Transportation. The Contractor shall provide all inspection, repair and maintenance records to the Contract Manager within three (3) days of a written request.

d. Restraint equipment for the transportation of inmates shall be handcuffs and restraint chains. Additional restraints such as leg irons are required for close custody inmates and are permitted when transporting inmates who may be extreme escape risks or inmates with serious aggressive tendencies. Vehicles shall be caged and appropriately secure for transport of inmates. The number of officers, inmates and property transported shall not exceed the vehicle's rated capacity; i.e. weight or passenger. Once the inmate has been accepted into custody by the Contractor, the Contractor shall be legally responsible for the inmate, and the Contractor's officer-in-charge shall be unrestricted in the application of restraining equipment, except as follows:

- (1) At any time the Contractor is transporting a group of mixed custody inmates, all inmates shall be restrained as if they were all close custody.
- (2) Female inmates, when being transported in the same vehicle with male inmates, shall be physically separated from the male inmates at all times by security screens.
- (3) All restraint equipment shall be double locked.
- (4) An inmate shall not be shackled to a stationary object in a moving vehicle.

- (5) Reasonable stops shall be made for inmate feeding, rest, and use of toilet facilities. Proper security shall be maintained when inmates are using toilet facilities on or off the transport vehicle.
- (6) Youthful offenders, as declared by the Court and as determined by the Department of Corrections, being transported in the same vehicle with adult inmates, shall be physically separated from them at all times by security screens.

e. Cancellation and Unsuccessful Transport

If a pickup is already in progress, and the Contractor has initiated service, and the Department subsequently cancels the order, the Department shall pay at the rate established by this Contract for the mileage traveled from the point of origin and return, or three hundred dollars (\$300) whichever is greater. The Contractor shall submit a detailed invoice depicting at a minimum: point of origin, actual mileage traveled, vehicle used, engine type of vehicle (diesel or gas), staff utilized, inmate name and DC# of attempted pickup. If a pickup has not started when a cancellation is made, there will be no charge to the Department.

If an attempt to pick-up an inmate is unsuccessful and the reason is beyond the control of the Contractor, the Contractor will be paid a surcharge of three hundred dollars (\$300.00) or the mileage traveled from the point of origin and return, whichever is greater.

f. Special Transportation

Pickup and/or delivery points outside the Continental United States (for purposes of this contract, Alaska is considered outside of the Continental United States) or alternate, non-ground travel when required, are not intended to be included within the prices in Section III., A.. Should such services be required, prices will be negotiated on a case-by-case basis by the Contract Manager or designee and the Contractor. The Department reserves the right to seek special transportation services from any other available source in accordance with Department procurement guidelines.

g. Interstate Agreement on Detainers

When there is a provision in the Agreement on Detainers, where an agent(s) is designated to return an inmate to Florida for trial, Contractor shall ensure Attachment 3, Interstate Agreement on Detainers: Form VI is kept in the possession of the Transport Officer during transport of said inmate.

F. Escape During Transport

If an inmate(s) escapes while being transported, the transport officers shall exhaust all resources immediately available in apprehending the inmate(s). The Transport Officers shall maintain the security of all inmates and then contact the nearest law enforcement agency for assistance. As soon as possible, the transport officers shall notify their supervisor and provide a verbal report of the incident. When assistance

by law enforcement is no longer required, the transport officers shall continue with the transport duties. **Under no circumstances shall supervision of the other inmates be relaxed in order to pursue an escaping inmate.**

The Contractor's transport officers and/or supervisor shall also notify the Contract Manager or designee, within one (1) hour by telephone. If the incident occurs after normal working hours (8:00am – 5:00pm E.S.T. Monday thru Friday), on a weekend or holiday in which the one (1) hour requirement can not be met by the Contractor, the Contractor shall notify the Department's Emergency Action Center Duty Officer and provide a telephone number which will be relayed to the Contract Manager for follow-up contact. The verbal report by phone shall include specific names of inmates and employees involved, as well as full disclosure of the pertinent facts surrounding the incident. The verbal report shall be followed-up with a report in writing within two (2) working days of the incident to the Contract Manager. Failure to report incidents, falsification of reports, coercing or attempting to coerce others not to report or to falsify reports, or any other violations of state or federal law, rule or regulation, may result in the imposition of criminal penalties and/or immediate cancellation of this Contract.

1. The Contractor shall thoroughly search the vehicle being utilized for transportation and inspect all security features prior to boarding any inmates. Continuous checks are to be made periodically by the transport officers while en route. Vehicle inspection shall be made any time the transfer vehicle is stopped, including prior to departing on or continuing the trip.
2. The Contractor shall have the right to refuse to transport any inmate whose condition or behavior, in the opinion of the Contractor, would be detrimental or dangerous to the safe operation of the vehicle and the safety of its passengers. In the event this situation occurs and the Contractor declines to transport any such inmate, the Department's Contract Manager or designee shall be notified immediately by phone if this occurs between normal working hours (8:00am – 5:00pm E.S.T./ Monday thru Friday) or if after hours, on a weekend, or during holidays the Emergency Action Center Duty Officer will be contacted. In the event a transport is terminated by the Contractor after pick-up, no compensation will be provided by the Department until the Contractor provides sufficient written justification (as determined by the Contract Manager) to the Contract Manager as to the reasons for the termination of the transport. The written justification shall include specific names of inmates and employees involved, as well as full disclosure of the pertinent facts surrounding the incident, within two (2) working days of the incident. If justified, the Department shall pay at the rate established by this Contract for the distance traveled.
3. All pickup and delivery of Department inmates to or from Correctional Institutions shall be during the normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. No weekend or holiday pickups or deliveries will be approved unless prior arrangements have been made with the Contractor by the Contract Manager, designee, and the Warden of the affected institution.
4. The Correctional Institution's Warden or his/her designee shall be contacted at least twenty-four (24) hours (forty-eight (48) hours if delivery or pickup

falls on a weekend or holiday), of a desired pickup or drop off. The transport officers shall be identified along with documentation authorizing the Contractor to take custody of or discharge the inmate. This will save unnecessary delays in verifying court orders, officer identities, and preparing the inmate for transport. An approximate time of arrival for pick-up/delivery shall be given.

5. Vehicles used to transport inmates shall be equipped with a reliable means of ensuring constant communication which shall include at a minimum, radio communication equipment and/or a mobile phone.

G. Medical Emergency During Transport

1. The Department will furnish the Contractor with the telephone number(s) of the Emergency Action Center Duty Officers who can be contacted in the event of an emergency after normal working hours (8:00 a.m. to 5:00 p.m.), weekends or holidays.
2. If the Department is aware of medical problems that may affect the transportation of inmates, this information will be provided to the Contractor at the time the transport request is submitted to the Contractor.

H. Contractor's Staffing

The Contractor shall have direct oversight, be responsible for and monitor the performance of all Contractor staff providing services in support of this Contract. The Department will provide security for the Contractor's employees and agents when they are on Department property, consistent with the security provided at other Department facilities.

The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is appropriately trained, qualified and licensed.

Additionally, the Contractor's staff shall liaise with and maintain a good working relationship with Department staff and other providers working with the Department.

1. Personnel

All personnel holding Florida residency and used in the direct transportation of inmates shall be certified as correctional officers or law enforcement officers in accordance with Section 943.13, Florida Statutes, by the Criminal Justice Standards and Training Commission. Personnel residing outside of Florida shall meet the correctional officer or law enforcement certification requirements of the state where the employee resides. The Contractor shall provide the Department's Contract Manager written documentation showing that the Contractor's employees meet necessary certification requirements. This documentation shall be provided to the Contract Manager or designee within twenty-four (24) hours after being requested by the Department.

2. Contractor Key Staff Administrative Positions and Responsibilities

The Contractor shall provide the following minimum key administrative staff position in support of this contract:

a. Administrative Project Manager (or equivalent title) - The Administrative Project Manager is the individual who will have corporate responsibility for administration of this Contract. This individual shall have a minimum of one (1) year's experience within the last five (5) years at the management level, providing direct administrative oversight of extradition or transportation-related services.

b. Staff Conduct

Contractor's staff assigned to this contract are required to adhere to strict security guidelines regarding conduct within the institution. A list of general security guidelines for all Contractors and their personnel conducting business in an institution is incorporated herein as Attachment 4.

The Contractor's staff shall be subject to and shall comply with all security regulations and procedures of the Department and the institution. Violation of regulations may result in the employee or individual being denied access to the institution. In this event, the Contractor shall provide alternate personnel to supply services described herein, subject to Department approval.

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

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

- 4) The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate's family or close associates, except for those activities that are to be rendered under this Contract.
- 5) 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.
- 6) Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager 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.
- 7) 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.
- 8) The Department reserves the right to deny access to any institution and/or facility to any Contractor's staff member found to have violated the provisions of this section.

3. Staff Background/Criminal Record Checks

The Contractor's 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 this Contract. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. 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 this Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. Upon request of the Department, 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.

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 this Contract. The Contractor shall not employ any individual or assign any individual to work under this Contract, who has not had an NCIC/FCIC background check conducted.

No person who has been barred from any Department work release center or other facility shall provide services under this Contract at another Department facility.

The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any inmate in the custody of the Department and sentenced to sites included under this Contract.

Note: 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 make full written report to the Contract Manager within three (3) calendar days whenever one of their employees has a criminal charge filed against them or 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 has knowledge of any violation of the law rules, directives or procedures of the Department.

I. Reporting Requirements

1. AdHoc Reporting Requirements: The Department reserves the right to require adhoc reports, other information pertaining to Contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates or other parties. The Contractor shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When time is of the essence, the Contractor will make every effort to answer the request as soon as possible so that the Department can respond to the authority or party making the request.
2. The Contractor shall provide a monthly summary report as an attachment to the monthly invoice to the Contract Manager or designee no later than fifteen (15) working days after the end of each calendar month. The report shall delineate inmate's name, Florida Department of Corrections' number, location and date picked up from and transferred to; name and driver's license numbers (including driver license class) of transporting staff, tag number of vehicle, engine type of vehicle (diesel or gas) quoted price, mileage traveled, meals and shall match-up to the submitted invoice.

J. Performance Measures

The Department has developed the following Performance Measure categories which shall be used to measure Contractor’s performance and delivery of services:

1. Performance Outcome and Standard

Listed below is the key Performance Outcome and Standard deemed most crucial to the success of the overall desired extradition services. The Contractor shall ensure that the stated performance outcome and standard (level of achievement) is met. **Performance shall be measured on a quarterly basis, beginning the second quarter after service has been implemented.**

Outcome: All requests for extradition services must be accepted for pick-up by the Contractor upon the required ten (10) days’ minimum notification. (Note: “accepted” means that the Contractor must pick up or make other arrangements to detain the inmate).

Measure: Pick-up date compared to the Department’s requested date.

Standard: A minimum of ninety-five percent (95%) of all properly noticed requests for pickup are accepted by the Contractor.

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

The Contractor shall advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit the Contractor from meeting the above-outlined Performance Outcome and Standard. Such notification shall be as soon as possible after Contractor becomes aware of the existence of such circumstances. Determination of extenuating circumstances will be made on a case-by-case basis by the Contract Manager.

2. Other Contract Requirements

Standard: The Department will monitor the Contractor's performance to ensure maximum compliance with other contract requirements including, but not limited to the following:

- a. Terms and Conditions of the Contract;
- b. Accuracy, thoroughness, and timely submission of invoicing, supporting documentation and reports.

Measure: The Contractor shall achieve 100% compliance with all requirements after the time frames allowed for corrective action on identified deficiencies. Performance shall be measured on a quarterly basis beginning the second quarter after services have been implemented except if earlier action is determined necessary by the Contract Manager.

K. Liquidated Damages (General)

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. The Contractor shall forward a cashier's check or money order to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due. Documentation of the amount to be imposed shall be included with the invoice if issuing credit.

1. Liquidated Damages For Failure to meet Performance Outcome and Standard

The Contractor's performance under this Contract must meet the Performance Outcome and Standard set forth in Section II., J., 1. If the Contractor fails to meet the Performance Outcome and Standard, the Department will impose Liquidated Damages in the following amounts:

Fifteen hundred dollars (\$1,500.00) for the Performance and Outcome Standard failed during the quarterly monitoring period.

Repeated failure to meet an established Performance Outcome and Standard for a consecutive monitoring period will result in liquidated damages being doubled. The Department may also choose to terminate this Contract in the absence of any extenuating or mitigating circumstances. The determination of the existence of extenuating or mitigating circumstances is within the exclusive discretion of the Department.

2. Liquidated Damages For Other Contract Requirements

For failure to meet other contract requirements, set forth in Section II., J., 2., liquidated damages will be imposed as follows:

- a. Within the first fifteen (15) days after written notice from the Contract Manager or designee of deficiency – No imposition of damages if deficiency is corrected within the time frame specified.
- b. After fifteen (15) days of initial notice of unsatisfactory service (without corrective action initiated by the Contractor and if unsatisfactory service continues) liquidated damages in the amount of one hundred dollars (\$100.00) per day for each day or part thereof that the deficiency/issue remains uncorrected shall be imposed.

- c. Where the same instance of unsatisfactory service occurs on three (3) or more occasions within a ninety (90) day period, (where the deficiencies have not been corrected as indicated in (a) above), liquidated damages shall be imposed in the amount of five hundred dollars (\$500.00) per each thirty (30) day period the deficiency remained uncorrected.

L. Monitoring Methodology

The Department's Contract Manager or designee for Contract Monitoring will monitor the Contractor's service pick-up and delivery to determine if the Contractor has achieved the required level of performance for each Performance Outcome and Standard identified in Section II., J., 1., and for additional contract requirements, including compliance with Contract terms and conditions. (Final Contract Monitoring tool to be developed by the Department's Contract Manager in accordance with the requirements outlined in this Contract.) Performance shall be measured on a quarterly basis beginning the end of the first quarter after services have been implemented.

Non-compliance issues identified by the Contract Manager or designee for Contract Monitoring will be identified in detail in a written monitoring report to provide opportunity for correction, where feasible.

Within ten (10) days of receipt of the Department's monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. The Contract Manager, designee for Contract Monitoring or other designated Department staff members may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits.

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies identified in the monitoring report within the time frame specified in the CAP may result in determination of Breach of Contract, and/or termination of this Contract in accordance with Section VI., Termination.

M. Deliverables

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

1. Transport of Inmates (Pickup/Delivery);
2. Reports as required in Section II., I., Reporting Requirements; and
3. Compliance with contract terms and conditions.

III. COMPENSATION

A. Payment

This Contract is a fixed fee unit price Contract. The Department will compensate the Contractor for services as specified in Section II, Scope of Service.

The Department will pay the Contractor on a monthly basis at the \$1.00 per road mile rate for the provision of extradition services that meet the requirements of this Contract.

The Contractor shall be paid a minimum of \$300.00 for out-of-state transports, or the mileage traveled from the point of origin and return, whichever is greater.

1. **Discounts and Surcharges**

- a. The Department will be given a twenty percent (20%) discount on the total invoice price of each inmate that exceeds one (1) when two (2) or more inmates are picked up from the same location at the same time and dropped off at the same location.
- b. The Contractor shall be paid a surcharge of \$500.00 for any pick-up required at court for a court appearance.
- c. The Contractor shall be paid a surcharge of \$250.00 when the inmate must be picked up on a specific date.
- d. The Contractor shall be paid a surcharge of \$50.00 for any DC6-144 Interstate Agreement on Detainers: Form VI pick-up (Attachment 3).
- e. The Contractor will be paid a surcharge of an additional 2.8% per invoiced mile when the monthly national average price of diesel fuel equals or exceeds \$3.50 or gasoline equals or exceeds \$3.75 per gallon. The monthly national average fuel price will be based on the U.S. Department of Energy Report EIA-888 <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>.
- f. The Contractor will be paid a surcharge of \$300.00 or the mileage traveled from the point of origin and return, whichever is greater, if an attempt to pick-up an inmate is unsuccessful and the reason is beyond the control of this Contractor or if the pick-up is cancelled by the Department.
- g. The Contractor will be paid a surcharge of \$50.00 per day for each day when the Contractor is provided less than the minimum ten (10) calendar days' notice by the Department when requesting extradition services.

2. **Special Transports**

- a. Specialty ground transport, where the Department requests a dedicated vehicle and agents to expedite the return of an inmate or inmates, will be priced on a case-by-case basis.

- b. Air transport utilizing commercial aviation, used when an inmate or inmates cannot be transported by ground transport or requires more immediate return, will be priced on a case-by-case basis.

B. MyFloridaMarketPlace Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), 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, Florida Administrative Code (F.A.C). Form PUR 3777, Notice of Transaction Fee Exemption, has been filed by the Department.

C. Submission of Invoice(s)

Contractor agrees to request compensation on a monthly basis through submission to the Department of a monthly invoice, properly completed, for which payment is being requested. Invoices submitted to the Department for services provided will include, but shall not be limited to, the following information: Inmate's name and Florida Department of Corrections' number, location and date picked up from and transferred to; name and license numbers of transporting staff, tag number of vehicle, quoted price, mileage traveled. The invoice shall be accompanied by all required Invoice Supporting Documentation. The Contractor shall submit invoices pertaining to this Contract to:

John Becker, Assistant Bureau Chief
Bureau of Population Management
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 414-7151

D. Supporting Documentation for Invoice

The Contractor agrees to submit monthly invoices for compensation for services in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will only be approved after receipt of the required invoice supporting documentation, which shall consist of the following:

1. Inmate's name
2. Florida Department of Corrections' number
3. FBI Number and FDLE Number (as provided by the Department)
4. Location and date picked up from and transferred to
5. Name and driver license numbers (including DL class) of transporting staff
6. Tag number of vehicle
7. Engine type of vehicle used (gas or diesel)
8. Quoted price
9. Mileage traveled
10. Time, date, location, specific place of business (i.e. Burger King; Dixie County Jail, Alabama; etc.), food & meals served (if applicable) and
11. Medications (if applicable).

The Contractor shall submit invoices pertaining to this Contract to the Contract Manager.

Invoices will be reviewed and approved by the Contract Manager or designee and then forwarded to the respective Regional Financial Services' Office for processing of payment

E. Official Payee

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

Mid Florida Extraditions Incorporated
1900 S. Harbor City Boulevard, Suite 103
Melbourne, Florida 32901

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. 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.

IV. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Doyle Kemp, Chief
Bureau of Population Management
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 922-4610
Fax: (850) 922-6016
kemp.doyle@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. Serve as the liaison between the Department and the Contractor;
2. Evaluate the Contractor's performance;
3. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
4. 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:

John Becker, Assistant Bureau Chief
Bureau of Population Management
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 414-7151
Fax: (850) 487-8463
Email: becker.john@mail.dc.state.fl.us

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Lisa M. Bassett, Chief
Bureau of Procurement & Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-6671
Fax: (850) 922-5330
Email: bassett.lisa@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. Maintain the official Contract file;
2. Process all Contract amendments, renewals, and termination of this Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor.

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:

Mark Birmingham, President
Mid Florida Extraditions Incorporated
1900 S. Harbor City Boulevard, Suite 103
Melbourne, Florida 32901
Telephone: (321) 676-2373
Fax: (321) 676-5878
Email: info@fugitiveextradtions.com

D. Contract Management Changes

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

V. CONTRACT MODIFICATION

Modifications to the provisions of this Contract, with the exception of Section III., C., Invoice Submission, and Section III., D., Supporting Documentation for Invoice, Section IV, Contract Management, and Attachment #1, Locations, shall be valid only through execution of a formal Contract amendment.

VI. TERMINATION

A. Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days' notice, 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 #5, which is incorporated herein as if fully stated.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., E., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. 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>.

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 and 287.045, 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 Mid Florida Extraditions Incorporated and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

F. Employment of Department Personnel

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

G. Non-Discrimination

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

H. Americans with Disabilities Act

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

I. Indemnification

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

J. Contractor's Insurance

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

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

K. Independent Contractor Status

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

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Deputy Assistant Secretary of Institutions. The Deputy Assistant Secretary of Institutions 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. Subcontracting is not authorized under this Contract.

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, accidents, 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.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract.

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 #2, 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

As provided in Section 287.042(16)(a), Florida Statutes, other State agencies may purchase from this Contract, provided that the Department of Management Services has determined that the Contract's use is cost effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein. In addition, other political subdivisions may also purchase from this Contract at the discretion of the Contractor. Entities purchasing from this Contract assume and bear complete responsibility with regard to performance of any contractual obligation or term.

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.

EE. Convicted Felons Certification

No personnel assigned to this Contract may be a convicted felon or have relatives either confined by or under supervision of the Department.

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, attachments, exhibits, ITB # 06-DC-7705, Addendum 1 and the Contractor's response to the ITB, 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 ITB will govern.

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

**CONTRACTOR:
MID FLORIDA EXTRADITIONS
INCORPORATED**

SIGNED
BY:

NAME:

TITLE:

DATE:

FEID #:

[Handwritten Signature]

Mark Bizzanzer

President

12/5/06

03-0438775

DEPARTMENT OF CORRECTIONS

SIGNED
BY:

NAME:

TITLE:

DATE:

[Handwritten Signature]

James R. McDonough

Secretary
Department of Corrections

18 Dec 06

SIGNED
BY:

NAME:

TITLE:

DATE:

[Handwritten Signature]

Rosa H. Carson

General Counsel
Department of Corrections

12-1-06

ATTACHMENT 1 - LOCATIONS
MAJOR INSTITUTIONS

* Indicates a work camp adjacent to an institution.

Region I	<p>* <u>Apalachee Correctional Institution East (Male)</u> 35 Apalachee Drive Sneads, Florida 32460-4166 (850) 593-6431 SC 786-1011 East Unit Fax: (850) 593-6445</p>	<p><u>Apalachee Correctional Institution West (Male)</u> 52 West Unit Drive Sneads Florida 32460-4165 (850) 593-6431 SC 786-1011 Fax: (850) 593-6445</p>
	<p><u>Bay Correctional Facility (Male)</u> (Contract facility) 5400 Bayline Drive Panama City, Florida 32404-5492 (850) 769-1455 Fax: (850) 769-1942</p>	<p>* <u>Calhoun Correctional Institution (Male)</u> 19562 SE Inst. Drive Blountstown, Florida 32424-5156 (850) 237-6500 SC 775-6500 Fax: (850) 237-6508</p>
	<p>* <u>Century Correctional Institution (Male)</u> 400 Tedder Road Century, Florida 32535-3659 (850) 256-2600 Fax: (850) 256-2335</p>	<p><u>Franklin Correctional Institution (Male)</u> 1760 Highway 67 North Carrabelle, Florida 32322 (850) 697-1100 SC 791-1100 Fax: (850) 697-1108</p>
	<p><u>Gadsden Correctional Facility (Female)</u> (Contract facility) 6044 Greensboro Highway Quincy, Florida 32351-9100 (850) 875-9701 Fax: (850) 875-9710</p>	<p><u>Gulf Correctional Institution (Male)</u> 500 Ike Steele Road Wewahitchka, Florida 32465-0010 (850) 639-1000 SC 790-1000 Fax: (850) 639-1182 Annex: 699 Ike Steel Road (850) 639-1507 Fax: (850) 639-1508</p>
	<p>* <u>Holmes Correctional Institution (Male)</u> 3142 Thomas Drive Bonifay, Florida 32425-0190 (850) 547-2100 SC 781-1397 Fax: (850) 547-0522</p>	<p>* <u>Jackson Correctional Institution (Male)</u> 5563 10th Street Malone, Florida 32445-3144 (850) 569-5260 SC 778-1101 Fax: (850) 569-5996</p>
	<p><u>Jefferson Correctional Institution (Male)</u> 1050 Big Joe Road Monticello, Florida 32344-0430 (850) 997-1987 SC 285-1300 Fax: (850) 997-0973</p>	<p>* <u>Liberty Correctional Institution (Male)</u> 11064 N.W. Dempsey Barron Road Bristol, Florida 32321-9711 (850) 643-9400 SC 788-9400 Fax: (850) 643-9412</p>
	<p>* <u>Okaloosa Correctional Institution (Male)</u> 3189 Little Silver Rd. Crestview, Florida 32539-6708 (850) 682-0931 SC 672-1011 Fax: (850) 689-7803</p>	<p><u>Quincy Annex (Male)</u> 2225 Pat Thomas Parkway Quincy, Florida 32351-8645 (850) 627-5400 SC 212-5400 Fax: (850) 875-3572</p>
	<p><u>Santa Rosa CI (Male)</u> 5850 East Milton Rd. Milton, Florida 32583-7914 (850) 983-5800 SC 689-5800 Fax (850) 983-5907</p>	<p>* <u>Wakulla Correctional Institution (Male)</u> 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 421-0777 SC 299-0777 Fax: (850) 421-7667</p>
	<p>* <u>Walton Correctional Institution (Male)</u> 691 WW II Veteran's Lane DeFuniak Springs, Florida 32433-1831 (850) 951-1300 SC 676-1300 Fax: (850) 951-1750</p>	<p><u>Washington Correctional Institution (Male)</u> 4455 Sam Mitchell Drive Chipley, Florida 32428-3501 (850) 773-6100 SC 784-6100 Fax: (850) 773-6252</p>

Region II

*** Baker Correctional Institution (Male)**

P.O. Box 500, 20706 US 90 W.
Sanderson, Florida 32087-0500
(386) 719-4500 SC 885-4500
Fax: (386) 758-5759

*** Cross City Correctional Institution (Male)**

P.O. Box 1500
Veteran's Road
Cross City, Florida 32628-1500
(352) 498-4444 SC 656-4444
Fax: (352) 498-4333 or 4334

*** Gainesville Correctional Institution (Male)**

2845 NE 39th Avenue
Gainesville, Florida 32609-2668
(352) 955-2001 SC 625-2001
Fax: (352) 334-1675

Lake City Correctional Facility (Male Youth)

(Contract Facility)
7906 East Highway 90
Lake City, Florida 32055-6290
(386) 755-3379 Fax (386) 752-7202

Lawtey Correctional Institution (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-2000
(904) 782-2000 SC 859-2000
Fax: (904) 782-1388

*** Mayo Correctional Institution (Male)**

8784 US Highway 27 West
Mayo, Florida 32066-3458
(386) 294-4500 SC 829-4500
Fax: (386) 294-4534

Reception and Medical Center (Male)

P.O. Box 628
Hwy 231
Lake Butler, Florida 32054-0628
(386) 496-6000 SC 883-6000
Fax: (386) 496-3287
West Unit: (386) 496-6002

Taylor Annex (Male)

8501 Hampton Springs Road
Perry, Florida 32348-8747
(850) 838-4002 SC 295-4002

*** Avon Park Correctional Institution (Male)**

P.O. Box 1100
County Road 64 East
Avon Park, Florida 33826-1100
(863) 453-3174 SC 745-6187
Fax: (863) 453-1511

Region III

*** Columbia Correctional Institution (Male)**

216 S.E. Corrections Way
Lake City, Florida 32025-2013
(386) 754-7600 SC 885-7600
Fax: (386) 754-7602
Annex: (386) 466-3000 SC 885-7600

*** Florida State Prison (Male)**

7819 N.W. 228th Street
Raiford, Florida 32026-1000
(904) 368-2500 SC 830-2500
Fax: (904) 368-2732

*** Hamilton Correctional Institution (Male)**

10650 SW 46th Street
Jasper, Florida 32052-1360
(386) 792-5151 SC 872-5151
Fax: (386) 792-5159
Annex: (386) 792-5504

*** Lancaster Correctional Institution (Male Youth)**

3449 S.W. State Road 26
Trenton, Florida 32693-5641
(352) 463-4100 SC 640-4100
Fax: (352) 463-3476

*** Madison Correctional Institution (Male)**

382 Southwest MCI Way
Madison, Florida 32340-4430
(850) 973-5300 SC 296-5300
Fax: (904) 973-5339

New River Correctional Institution (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-3000
(904) 368-3000 SC 830-3000
Fax: (904) 368-3205

Taylor Correctional Institution (Male)

8501 Hampton Springs Road
Perry, Florida 32348-8747
(850) 838-4000 SC 295-4000
Fax: (850) 838-4024

Union Correctional Institution (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-4000
(386) 431-2000 SC 831-2000
Fax: (386) 431-2016

*** Brevard Correctional Institution (Male Youth)**

855 Camp Road
Cocoa, Florida 32927-3709
(321) 634-6000 SC 362-6000
Fax: (321) 637-7728

Central Florida Reception Center (Male)

7000 H C Kelley Rd
Orlando, FL 32831-2518
(407) 207-7777 SC 343-7777
Fax: (407) 249-6570

Hillsborough Correctional Institution (Male Youth)

11150 Highway 672
Riverview, Florida 33569-8402
(813) 671-5022 SC 512-0264
Fax: (813) 671-5037

Lowell Correctional Institution & Annex (Female)

11120 NW Gainesville Rd
Ocala, Florida 34482-1479
(352) 401-5301 SC 667-5301
Fax: (352) 401-5331

*** Polk Correctional Institution (Male)**

10800 Evans Road
Polk City, Florida 33868-6925
(863) 984-2273 SC 588-1241
Fax: (863) 984-3072

Sumter Correctional Institution (Male)

9544 County Road 476B
Bushnell, Florida 33513-0667
(352) 569-6100 SC 633-1000
Fax: (352) 569-6196

Zephyrhills Correctional Institution (Male)

2739 Gall Boulevard
Zephyrhills, Florida 33541-9701
(813) 782-5521 SC 535-1100
Fax: (813) 782-4954

Broward Correctional Institution (Female)

20421 Sheridan Street
Ft. Lauderdale, Florida 33332-2300
(954) 252-6400 SC 430-6400
Fax: (954) 680-4168

Dade Correctional Institution (Male)

19000 S. W. 377th Street
Florida City, Florida 33034-6409
(305) 242-1900 SC 478-1900
Fax: (305) 242-1881

Everglades Correctional Institution (Male)

1601 S.W. 187th Ave.
Miami, Florida 33185-3701
(305) 228-2000 SC 479-2000
Fax: (305) 228-2039

*** Hardee Correctional Institution (Male)**

6901 State Road 62
Bowling Green, Florida 33834-9505
(863) 773-2441 SC 757-1200

Hernando Correctional Institution (Female Youth)

16415 Springhill Drive
Brooksville, Florida 34604-8167
(352) 754-6715 SC 663-6715
Fax: (352) 544-2307 SC 663-2307

Lake Correctional Institution (Male)

19225 U.S. Highway 27
Clermont, Florida 34715-9025
(352) 394-6146 SC 634-1324
Fax: (352) 394-3504

*** Marion Correctional Institution (Male)**

P.O. Box 158
3269 NW 105th Street
Lowell, Florida 32663-0158
(352) 401-6400 SC 667-6400
Fax: (352) 840-5657

Putnam Correctional Institution (Male)

128 Yelvington Road
East Palatka, Florida 32131-2112
(386) 326-6800 SC 860-6800
Fax: (386) 312-2219

*** Tomoka Correctional Institution (Male)**

3950 Tiger Bay Road
Daytona Beach, Florida 32124-1098
(386) 323-1070 SC 380-1070
Fax: (386) 323-1006

Charlotte Correctional Institution (Male)

33123 Oil Well Road
Punta Gorda, Florida 33955-9701
(941) 833-2300 SC 765-2300
Fax: (941) 575-5747

*** DeSoto Annex (Male)**

13617 S.E. Highway 70
Arcadia, Florida 34266-7800
(863) 494-3727 SC 766-7100
Fax: (863) 494-1740

*** Glades Correctional Institution (Male Youth)**

500 Orange Ave. Circle
Belle Glade, Florida 33430-5222
(561) 829-1400 SC 233-1400
Fax: (561) 992-1355

*** Hendry Correctional Institution (Male)**

12551 Wainwright Drive
Immokalee, Florida 34142-4797
(239) 867-2100 SC 974-2100

**Region
IV**

Fax: (863) 773-2441

Homestead Correctional Institution (Female)

19000 S. W. 377th Street
Florida City, Florida 33034-6409
(305) 242-1700 SC 478-1700
Fax: (305) 242-2424

* **Martin Correctional Institution (Male)**

1150 S.W. Allapattah Road
Indiantown, Florida 34956-4397
(772) 597-3705 SC 249-5011
Fax: (772) 597-3742

Okeechobee Correctional Institution (Male)

3420 N.E. 168th St.
Okeechobee, Florida 34972-4824
(863) 462-5474 SC 761-5474
Fax: (863) 462-5402

South Florida Reception Center (Male)

14000 NW 41st Street
Doral, Florida 33178-3003
(305) 592-9567 SC 475-0200
Fax: (305) 470-5628
South Unit:
13910 NW 41st Street
Doral, Florida 33178-3014
(305) 592-9567

Fax: (239) 867-2255

Indian River Correctional Institution (Male Youth)

7625 17th Street, S.W.
Vero Beach, Florida 32968-9405
(772) 564-2814 SC 240-2814
Fax: (772) 564-2880

Moore Haven Correctional Facility (Male)

(Contract Facility)
P.O. Box 718501
1900 East State Road 78 NW
Moore Haven, Florida 33471-8837
(863) 946-2420
Fax: (863) 946-3437

South Bay Correctional Facility (Male)

(Contract facility)
600 U.S. Highway 27, South
South Bay, Florida 33493-2233
(561) 992-9505 Fax: (561) 992-9551

Attachment 2 – Business Associate Agreement for HIPAA

This Agreement supplements and is made a part of the contract between the Florida Department of Corrections ("Department") and Mid Florida Extraditions Incorporated ("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 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).

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. 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 healthcare 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 healthcare operations of the respective covered entities.

- 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. 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.

- D. 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.

- E. 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.

- F. 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.

- G. The Contractor agrees to defend and hold harmless the Department against any action or liability or damages arising out of or related to the Contractor's breach of its obligations under this agreement.

2. **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.

3. **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.

- 4. **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.

- 5. **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 if PHI is not returned or destroyed.

ATTACHMENT 3 - INTERSTATE AGREEMENT ON DETAINERS: FORM VI

INTERSTATE AGREEMENT ON DETAINERS: FORM VI

Five copies. All copies with Original signatures by the prosecutor and the agents, should be sent to the Agreement Administrator in the Receiving state. After signing all copies, the Agreement Administrator will retain one copy for the file, send one copy to the Warden, Superintendent or Director of the Institution in which the inmate is located, send one copy to the Agreement Administrator in the sending state, and return two copies to the prosecutor who will place one in the file and give one to the agents for use in establishing their authority.

EVIDENCE OF AGENTS' AUTHORITY TO ACT FOR RECEIVING STATE

TO: Bureau of Classification and Central Records, Agreement Administrator
2601 Blair Stone Road, Tallahassee, FL 32399-2500

(Inmate's Name and Number)
is confined in (Institution)

(Address) and will be taken into custody at
said institution on a date to be determined or

(actual date if known) for return to the County of
, Florida for trial. In accordance with Article V (b), of said agreement, I
have designated the following agent(s) whose typed name(s) and signature(s) appear below to return the
inmate.

Dated: Signed: (Prosecutor)

Typed Name/Title:
County:
Address:
City/State:
Telephone:

Agent(s) Typed Name(s) and Signature(s):
and/or
and/or
and/or

TO: Warden, Superintendent or Director

In accordance with the above representation and the provision of the Agreement on Detainers, the above
listed agent(s) are hereby designated to return the above inmate to this jurisdiction for trial. At the
completion of the trial, the inmate shall be returned to the institution listed above.

Agreement Administrator

Dated: By: (850) 410-4556 or 410-4309

ATTACHMENT 4 - SECURITY REQUIREMENTS FOR CONTRACTORS

Entering Department of Corrections Facilities

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.
 - (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
 - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
 - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (1) a & (1) b is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- (2) Do not leave keys in ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) Keep all keys in your pockets.
- (4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution and at the request of Departmental staff.
- (6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- (9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (10) All persons and deliveries to be on Departmental lands will enter and exit by only one designated route to be determined by the Department and subject to security checks at any time. As the security check of vehicles is an

intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.

- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) All staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing.
- (15) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

Attachment 5– FLORIDA SINGLE AUDIT ACT

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).
4. The Contractor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

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 <http://www.fsaa.state.fl.us/>, or the Governor's Website located at http://myflorida.com/b_eog/owa/b_eog_www.html. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Department of Financial Services' Website <http://www.fldfs.com/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

REPORT SUBMISSION

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

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Doyle Kemp, Chief	Bureau of Procurement & Supply
Florida Dept. of Corrections	Bureau of Population Management	Florida Dept. of Corrections
2601 Blair Stone Road	2601 Blair Stone Road	2601 Blair Stone Road
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

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

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

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

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

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Doyle Kemp, Chief	Bureau of Procurement & Supply
Florida Dept. of Corrections	Bureau of Population Management	Florida Dept. of Corrections
2601 Blair Stone Road	2601 Blair Stone Road	2601 Blair Stone Road
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

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

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

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Doyle Kemp, Chief	Bureau of Procurement & Supply
Florida Dept. of Corrections	Bureau of Population Management	Florida Dept. of Corrections
2601 Blair Stone Road	2601 Blair Stone Road	2601 Blair Stone Road
Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500	Tallahassee, FL 32399-2500

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

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

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

RECORD RETENTION

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

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EXHIBIT – 1

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

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

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

State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	*Funding Amount	State Appropriation Category

Total Award						
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For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://www.fldfs.com/>]. 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.**

DC2-595 (Revised 6-06)