4050 Esplanade Way
Tallahassee, Florida 32399-0950
Tel: 850.488.2786 | Fax: 850. 922.6149

Rick Scott, Governor

Chad Poppell, Agency Secretary

CONTRACT

FOR

NURSING CONSULTANT SERVICES

DMS-14/15-056

BETWEEN

THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

AND

<<Contractor>>

DRAFT

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Contract

This Contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (Department), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and (Contractor). The Department and Contractor may be referred to as a "Party" or collectively as the "Parties".
The Parties therefore agree as follows.

1. DEFINITIONS

The following definitions apply in addition to the definitions in PUR 1000.

a. Breach of Contract - Any of the events or circumstances as described in Section 19.
b. Bureau - The Florida Department of Management Services, Bureau of Private Prison Monitoring.
c. Bureau Chief - The Department employee responsible for the administrative and operational activities within the Bureau of Private Prison Monitoring.
d. Confidential Information - Any portion of a Contractor's documents, data or records disclosed that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida statutes, the Florida Constitution, or any other authority and is clearly marked "Confidential."
e. Contract - This Contract, DMS#14/15-056, together with all attachments, exhibits, amendments, and modifications entered into between the Department and Contractor.
f. Contract Administrator - The Department employee who is primarily responsible for maintaining the official contract file. The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to Contractor.
g. Contractor - The firm awarded this Contract to operate and manage the Facility. The Contractor for this Contract is <<Contractor>>. The term Contractor shall include all employees, subcontractors, agents, volunteers, authorized representatives, or anyone acting on behalf of, in the interest of, or for, Contractor.
h. Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, ensure that performance expectations are met, and who will serve as the primary point of contact for the Contractor.
i. Day - A calendar day.
j. DC or DOC - The Florida Department of Corrections.
k. DFS – The Florida Department of Financial Services.
l. DHS - U.S. Department of Homeland Security.
m. Department or DMS - The Florida Department of Management Services.
n. DOH - The Florida Department of Health.
o. Force Majeure - Force majeure is an act or acts of nature (i.e., hurricane, tornado, earthquake, natural fire) or an act or acts of a person or people (i.e., riot, labor strike, act of terrorism, war, national emergency) that can be neither anticipated nor

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

p. Nurse – Person or persons who hold a current and valid Florida license to practice as one of the following: Registered Nurse “R.N.”, Licensed Practical Nurse “L.P.N.”, Clinical Nurse Specialist “C.N.S.”, Advanced Registered Nurse Practitioner “A.R.N.P.”
q. RFP – Request for Proposals.
r. Service Commencement Date - The date on which Contractor shall begin providing operations and management services at the Facility. The Service Commencement Date shall be July 1, 2015.
s. State - The State of Florida, including the Florida Department of Management Services or any other state government entity referenced therein. These terms may be used interchangeably.
t. Subcontract - An agreement entered into by Contractor with any other person or entity to perform any performance obligation for Contractor specifically related to securing or fulfilling Contractor's obligations to the Department under the terms of this Contract.
u. Subcontractor - Any person or entity other than an employee of Contractor who performs or agrees to perform any of Contractor's obligations under the terms of this Contract.
v. Unforeseen Circumstances - Those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alter the financial conditions upon which this Contract is based.

2. TERM

2.1. Initial Term

The initial term of the Contract will be for two years. The initial contract term shall begin on July 1, 2015 or on the last date it is signed by all parties, whichever is later.

2.2. Renewal Term

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part, for renewal terms up to two years. Any renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. The Contractor shall not charge any costs for renewing the Contract.

3. PAYMENTS

3.1. Pricing

The Contractor shall adhere to the prices as stated in Attachment B which is incorporated by reference into the Contract.

3.2. Price Adjustments

There will be no pricing increases for the duration of this contract, including the potential renewal periods. The maximum annual reimbursement for this contract is $150,000 and is contingent upon an annual appropriation by the Legislature.

3.3. Detail of Bills

Contractor shall submit bills for fees or other compensation for services or expenses on the invoice template agreed by the Bureau, including timesheets and documentation relating to travel expenses as required by DFS in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

3.4. Bills for Travel

Bills for travel must be submitted in accordance with section 112.061, Florida Statutes and requirements by DFS.

3.5. Payments

The Parties agree that payments under this Contract shall be made monthly, upon receipt of deliverables as outlined in Attachment A – Scope of Work, timesheet, travel documentation, invoice, and Attachment B – Pricing Statement.

3.6. Final Invoice

Unless renewed or extended, the criteria in the Scope of Work must be completed by June 30, 2017, or the end of the initial contract term; whichever is later.

3.7. Appropriations

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

4. CONTRACT DOCUMENT

4.1. Contract Documents & Hierarchy

This Contract sets forth the entire understanding of the parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

1. This Contract
2. Attachment A Scope of Work
3. The General Contract Conditions - PUR 1000, which are incorporated by reference, and available at: http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf
4. Attachment C Pricing Statement

5. RFP DMS/14/15-056 Solicitation document

6. CONTRACT ADMINISTRATION

6.1. Department Contract Administrator

The Contract Administrator whose responsibilities will be to maintain this Contract is as follows:

Tammy Davis
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399-0950
Telephone: (850) 410-1423
Email: Tammy.Davis@dms.myflorida.com

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing. Such changes do not require a formal written amendment to the Contract.

6.2. Contract Manager

The Contract Manager who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be as follows:

Michael Weber, Director of Specialized Services
Bureau of Private Prisons Monitoring
Florida Department of Management Services
4050 Esplanade Way, Suite 380D
Tallahassee, Florida 32399-0950
Telephone: (850) 921-4034
Email: Michael.Weber@dms.myflorida.com

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing. Such changes do not require a formal written amendment to the Contract.

6.3. Contractor Representative

The Contract shall designate a sole point of contact for the administration of this Contract. In the event that the Contractor changes the Contractor Representative, the Contractor shall notify the Department in writing. Such changes do not require a formal written amendment to the Contract. As of the effective date of the Contract, the Contractor's Representative is as follows:

<<Contractor contact details>>

6.4. Diversity Reporting

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

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

7. COMPLIANCE WITH LAWS

7.1 Compliance

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract.

7.2 Anti-Kickback Statute

Each party certifies that it will not violate the following laws with respect to the performance of its obligations under this Contract: the federal ant-kickback statute, set forth at 42 U.S.C§ 1320a-7b(b); Florida's Anti-Kickback Law, set forth at §409.920, Florida Statutes; the federal Stark law, set forth at 42 U.S.C. § 1395nn; the Patient Self-Referral Act of 1992, set forth at §456.053, Florida Statutes; the Patient Brokering Act, set forth at §817.505, Florida Statutes; and the Florida False Claims Act, set forth at §§ 68.081 – 68.092, Florida Statutes.

7.3 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

It will be necessary for the State and Correctional Facility Contractor's to provide the Contractor with access to certain confidential information. This information includes data that is considered Protected Health Information as defined in 45 C.F.R. § 160.103, Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended. The Contractor will comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

7.4 Off-Shoring

Unless otherwise agreed in writing, (i) Service Provider and its subcontractors and agents will not perform any of the Services from outside of the United States, and (ii) Service Provider will not allow any State of Florida Data to be sent by any media, transmitted, or accessed outside of the United States. The Service Provider agrees that a violation of item (ii) above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of $50,000 per violation, with a cumulative total cap of $500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of Services provided under the Contract, and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

7.5 Notice of Legal Actions

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within thirty (30) days of the action being filed. Failure to notify the Department of a legal action within thirty (30) days of the action shall be grounds for termination or nonrenewal of the Contract.

7.6 Public Entity Crime and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

7.6.1 Public Entity Crime

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

7.6.2 Discriminatory Vendors

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

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

8. LIABILITY AND WORKER'S COMPENSATION INSURANCE

This paragraph modifies section 35, of the PUR 1000. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows: workers' compensation and employer's liability insurance per Florida statutory limits (currently $200,000 per accident, $200,000 per person, and $500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of $500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of $500,000, including hired and non-owned liability, and $5,000 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

The Contractor shall have their insurance carrier note the Department as the certificate holder as provided below.

Florida Department of Management Services
Division of Administration
c/o Departmental Purchasing
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399

9. PUBLIC RECORDS

9.1 Access to Public Records

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes.

9.2 Redacted Copies of Confidential Information

If the Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

9.3 Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made.

It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

9.4 Indemnification

The Contractor shall protect, defend and indemnify the Department for any and all claims arising from or relating to the Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

9.5 Contractor as Agent

If, under this Contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

9.5.1 Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

9.5.2 Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

9.5.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

9.5.4 Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

10. INTELLECTUAL PROPERTY

The Parties do not anticipate that any intellectual property will be developed as a result of this Contract. However, any intellectual property developed as a result of this Contract will belong to, and be the sole property of, the state. This provision will survive the termination or expiration of this Contract.

11. E-VERIFY

Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of Contract execution.

If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) days of Contract execution. The link to E-Verify is provided below.
http://www.uscis.gov/e-verify

Upon each Contractor or subcontractor new hire, the Contractor shall provide a statement within five (5) days to the Contract Manager identifying the new hire with its E-Verify case number.

12. SCRUTINIZED COMPANY LIST

In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

13. RECORDS RETENTION

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

14. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. The Contractor agrees that it will not accept any gifts from any Contractor or Sub-Contractor providing services in relation to DMS operated Private Correctional Institutions, or any lobbyists working on their behalf. This Contractor will ensure that its subcontractors, if any, will apply with this provision. A gift means anything accepted by a person or that person's behalf whether directly or indirectly for that person's benefit, and for which no payment is made. A gift can include real property and the use thereof: tangible or intangible personal property and the use thereof, forgiveness of debt, transportation, lodging, food or beverage, a preferential rate or terms on a loan, debt, membership dues, fees, tickets, plants, flowers, personal services for which a fee is normally charged, and any other thing or service having a value.

15. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

16. MONITORING BY THE DEPARTMENT

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may deliver to the Contractor a written report of its finding, and direct the development, by the Contractor, of a corrective action plan. This provision will not limit the Department's termination rights.

17. AUDITS

The Department may conduct or have conducted performance and/or compliance audits of any and all areas of the Contractor and/or Subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's (and Subcontractors') data and records that directly relate to the Contract Services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with Subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 day notice, during normal working hours, and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

18. CRIMINAL HISTORY CHECK

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

In accordance with section 110.1127, Florida Statute: "Each agency shall designate those positions that, because of the special trust or responsibility or sensitive location, require security background investigations. All persons and employees in such positions must undergo employment screening in accordance with Chapter 435, Florida Statute using level 2 screening standards, including fingerprinting, as a condition of employment and continued employment." Therefore, DMS requires all individuals seeking employment at private correctional facilities to submit fingerprints for a background investigation to be conducted to determine eligibility for employment.

Fees associated with the background checks and fingerprint retention in the FDLE FALCON system will be Contractor's responsibility.

If the criminal history report for an applicant contains no history of criminal activity/arrests, the DMS will review and provide written notification to the Contractor that the applicant has successfully passed the criminal history background screening.

If there is a history of criminal activity/arrests, the facility will be contacted by the DMS and request the applicant contact DMS for review of the criminal history. The DMS may request the applicant provide information that may include, arrest reports, court documents including, final disposition, orders, judgments, probation information, State Attorney no-file documents, etc. for further review. The applicant, may fax, scan or email the requested documentation to the DMS, and/or at the applicant's discretion, provide to Contractor to send to the DMS. Within one (1) to two (2) business days of receiving the documentation from the facility, the DMS will make a recommendation to the Contract Manager who will make the final determination for criminal history background clearance. Contractor will be notified the same day the Department makes its final determination by the Contract Manager.

Contractor shall screen all potential employees through referral, employment and background checks prior to the individual providing services, care, custody, control or supervision to inmates as directed by this Contract. This screening shall include but not be limited to employment history, academic/vocational achievement, references, organizational affiliations and any certifications or licensures. Contractor may not use the facility's FCIC/NCIC access to conduct criminal background screenings on potential employees. Contractor will not hire an employee who has close friends or family members under the care, custody or control of the Department of Corrections without permission, in writing, by the Contract Manager. Contractor will not employ any person who has not been approved by the Department for employment.

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

Contractor shall notify the Department immediately when an employee's resignation/termination is official for maintenance of active criminal history and personnel files. Contractor shall send an e-mail that includes the employee's first and last name, last day worked and explicit direction to delete the employee's fingerprints from the FALCON system.

19. Other State of Florida Governmental Agencies

As provided in Section 287.042(16)(a), F.S., other state agencies may purchase from the resulting 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."

20. SPECIFIC APPROPRIATION

The following is the specific State funds from which the State will make payment under the Contract:
Section 4 – Criminal Justice and Corrections

Adult Male Custody Operations
635 Special Categories
Private Prison Operations

Adult and Youthful Offender Female Custody Operations
647 Special Categories
Private Prison Operations

Male Youthful Offender
660 Special Categories
Private Prison Operations

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SO AGREED by the Parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

_____
Delegated DMS Representative

_____
Date

<<Contractor>>

_____
Signature

_____
Print Name and Title