



FLORIDA
DEPARTMENT of
CORRECTIONS

An Equal Opportunity Employer

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Governor
CHARLIE CRIST

Secretary
WALTER A. McNEIL

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Legislative Budget Request

October 15, 2009

Mr. Jerry McDaniel
Office of Policy and Budget
Executive Office of the Governor
1701 Capitol
Tallahassee, FL 32399-0001

JoAnne Leznoff, Council Director
House Full Appropriations Council on General Government & Health Care
221 Capitol
Tallahassee, FL 32399-1300

Skip Martin, Council Director
House Full Appropriations Council on Education & Economic Development
221 Capitol
Tallahassee, FL 32399-1300

Ms. Cynthia Kelly, Staff Director
Senate Policy and Steering Committee on Ways & Means
201 Capitol
Tallahassee, FL 32399-1300

Dear Directors:

In accordance with Chapter 216, Florida Statutes, our 2010-2011 Legislative Budget Request for the Florida Department of Corrections is submitted in the format prescribed in the budget instructions. Information provided in the budget schedules are a true and accurate reflection of the agency's needs. Further, my budget reflects criminal justice estimating conference growth, annualizations, and maintenance of existing critical operations.

Recognizing the limited general revenue forecasted growth, I respectfully submit the following additional issues as a part of my request. It is my belief that these issues are equally important in supporting the current mission of this agency.

2% Pay Increase for Special Risk \$20,259,217

Correctional officer, Correctional Probation Officer, Correctional Officer Inspector, Assistant Warden and Warden, Circuit Administrator, and Health Service special risk class series.

Replace Inmate Transport Vans and Perimeter Security Vehicles \$ 8,538,441

The department transports over 600 inmates across the state each day. The department utilizes secured vans and buses for transport of inmates. The secured transport fleet far exceeds the DMS replacement criteria placing the officers and public in potential danger when a transport vehicle with inmates breaks down during transport.

This request would replace 327 transport vans in excess 12 years and 120,000 miles @ \$23,800 each and 5 transport buses in excess of 12 years and 500,000 miles @ \$154,000

**Note 89 of the transport vans above exceed 250,000 miles*

Provide for Correctional Shift Briefings \$25,012,851

Provides funding for a fifteen (15) minute daily shift briefing in all institutional facilities which is critical to ensure that correctional officers receive pertinent information regarding post assignments, significant health, safety and security issues. Additionally, this provides an opportunity for the Shift supervisor and warden to see each officer prior to each shift change to ensure their preparedness for acceptance of their daily assignments.

Gang Intelligence 10 FTE; \$ 478,232

Currently, there are over 7,000 identified gang members incarcerated with only two gang intelligence officers assigned to the Department. The department is requesting an additional 10 gang intelligence officers to place in youthful offender facilities and in each reception center to ensure complete identification, intelligence gathering, and investigations of gang activity, recruitment, and movement and provide assistance to federal, state, and local law enforcement.

Increase Substance Abuse Treatment \$11,821,786

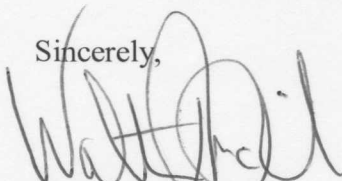
These funds will be used to expand residential substance abuse treatment to an additional 2,338 offenders with identified substance abuse treatment needs (935 contracted beds). Offenders requiring substance abuse treatment while in prison will have a higher likelihood of remaining crime free upon re-entry.

Expand Re-entry Programs at
3 Major Correctional Facilities **68 FTE; \$ 2,962,459**

This funding would provide re-entry programming support at three major institutions (Tomoka, Polk and Century) to include education, vocation, chaplaincy, life skills and substance abuse services.

I appreciate the opportunity to transmit to you those issues which are critical to the department's mission to ensure public safety. If you have any questions you may contact me at 850-410-4223 or Budget Director Mark Tallent at 410-4125.

Sincerely,



Walter A. McNeil
Secretary

Attachments

Department Level Exhibits and Schedules

Schedule IV-C: Information Technology
(IT) Costs and Service Requirements

FY 2010-11

Non-Strategic IT Service: **Portal/Web Management Service**

Dept/Agency: **Florida Department of Corrections**
Prepared by: **Gene Hatcher, CIO**
Phone: **850-410-4740**

Form: Schedule IV-C -Strategic; v.20090701

Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number	# of Assets & Resources apportioned to this IT Service in FY 2010-11		Estimated IT Service Costs			
			Number used for this service	Number w/ costs in FY 2010-11	A Initial Estimate for Fiscal Year 2009-10	B Estimated FY 2009-10 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			4.05		\$126,247	\$242,738	\$242,738	\$0
A-1.1	State FTE		4.05		\$126,247	\$242,738	\$242,738	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware					\$7,369	\$0	\$0	\$0
B-1	Servers		0	0	\$0	\$0	\$0	\$0
B-2	Server Maintenance & Support		7	0	\$5,969	\$0	\$0	\$0
B-3	Other Hardware Assets (e.g., system mgt workstation, printers, UPS, etc)		0	0	\$1,400	\$0	\$0	\$0
C. Software		2			\$4,500	\$2,000	\$2,000	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Plant & Facility		1	729	14215.5	\$0	\$0	\$0	\$0
F. Other (Please describe in Footnotes Section below)		3			\$8,200	\$6,200	\$6,200	\$0
G. Total for IT Service					\$146,316	\$250,938	\$250,938	\$0

Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.	
1	Est sq Ft @ \$19.50
2	Website S/W
3	Web development supplies
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Analytic & Performance Measures Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Analytic & Performance Measures Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	IBM mainframe (part)	13	Routers (part)
2	DASD (part)	14	Mainframe Front end Controller (part)
3	Tape drives (part)	15	PKZIP (part)
4	Switches (part)	16	BMC Reorg. Utilities for IMS & DB2 (part)
5	Dell & HP servers (part)	17	IMS Utilities (part)
6	Storage Arrays (part)	18	COBOL/ZOS, Easytrieve, Rexx, CLIST DB2,ISPF (part)
7	BMC Control-M (Scheduler) (part)	19	CA-Spool Print Management (part)
8	Mainview for CICS, IMS, DB2 (part)	20	DATA21 CICS Help, Word Wrap (part)
9	CA DADS, Librarian Utilities (part)	21	IMS/DB and DB2 Databases (part)
10	Compuware Utilities for MVS, CICS, TSO (part)	22	MacKinney CICS/Message, Spy, Listcat Morning News, Show/Tell, Forward Recovery (part)
11	H & W SYSD (part)	23	Syncsort for Z/OS (part)
12	IMS Data Propagator Utility (part)	24	Pitney Bowes Docsense Finalist (part)
		25	DB2 Connect (part)
			SQL Server 2005 SP2
			Dundas Chart Controls version 2.1
			Dundas Gauge Controls version 1.5
			Dundas Map Controls version 1.0

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

This service provides extracts and views of departmental data maintained by the Office of Information Technology to various internal and external entities. The Bureau of Research and Data Analysis is the primary internal consumer of data but other departmental offices, including Budget, Personnel and Health Services, also receive data to conduct statistical and management analysis of trends and performance to monitor daily operations. Departmental data is also required to respond to requests from the Legislature and other outside entities

The following IT systems are constituent elements of this Strategic IT service.

Internal- Extracts and Views –

Various batch extracts or views of mainframe or server-based data are provided to internal entities to help manage daily operations and to respond to requests for information from the Legislature and other requestors. A recent example includes data regarding sex offenders provided to FDLE to satisfy the Jessica Lunsford Act. This data is also shared with the OSCA.

External- Corrections Data Sharing Agreements – While the Department relies on batch extracts to satisfy external requests for data, many internal and external recipients of Corrections data want more data more quickly. Toward that end, the Department has conducted research and development of a web service to satisfy requests for information on a single query basis and also provides data in volumes to external justice entities using various methods. This test bed was developed with the National Governor's Association (NGA) grant funds and two levels of implementation were discussed with the CIO for approval in December 2005. These included full-scale data conversion/propagation/transformation to make all of OBIS relational and a scaled-back more basic data model that includes slightly more data than is currently available on the department's web site. Since that time, research has continued to try to reduce the cost of these efforts. Business case comparisons across the data conversion/transformation and tool-driven data integration approaches and across the possible project scales are also needed, as is approval to proceed with more detailed analysis, data modeling and project planning.

COTAS/DCSTAT – Through a grant funded by the National Institute of Justice, the Department has developed a decision-support system for daily operations and management of offenders in Institutions using dashboard display to drill into more detailed data determined to be useful by statistical trend analysis, the expert knowledge of security staff, and the volumes of data available in the department's management information systems. This system's main goal is to provide timely data to the appropriate staff to assist in the operation of facilities (by minimizing disruption on the compound).

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service.

100+

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Analytic & Performance Measures Service

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

This service provides highly confidential data to both internal subject matter experts and external requestors. Data sharing and integration as proposed from the research conducted on Data Propagation is vital to the continued operation of the Department and its integration into the state and national justice and law enforcement theaters.

OBIS and its databases require immediate access to subject matter experts and IT staff with a very high level of agency business experience as well as specific detailed experience in the highly specialized application programs that comprise the department's highly technical Mainframe and server-based systems. In many cases, applications developers have nearly as much subject matter expertise as the system owners. While the need to provide information to law enforcement, as well as Department staff and managers, legislative staff, other agencies and the press is critical all year, there are times that the need for immediate information is even more critical. One such time is during the Legislative session when data is needed immediately to address questions. In addition, data is often required along with business rules to determine inmate and offender risk classification for proper management and placement.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

The agency provides data to external sources only after mutual agreement by the two parties regarding the data being provided, security issues and validity of that data. Internally, provision of data to authorized users is handled within the department's custom-developed work request/tracking system.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

3.2.1.1. User-facing components of this IT service (online) 24-7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24-7

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Analytic & Performance Measures Service

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs *(e.g., 15 min, 30 min, 60 min)*? 0-5 min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Since this service provided scheduled extracts of OBIS data, there is not the same urgency as if the department's online systems were impacted. Most of this data is provided on a weekly/monthly basis or in some cases yearly. Occasionally ad-hoc requests are processed as well.

3.2.3. Are there any agency-unique service requirements? Yes No
If yes, specify *(include any applicable constitutional, statutory, or rule requirements)*

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department. In regard to providing analytic data, the knowledge of integrated data is absolutely vital to ensure accurate results.

3.2.4. What are security requirements for this IT service? *(Indicate all that apply)*

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

- Yes
- No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

Systems Development staff provide reports on request from assignment and work tracking systems.

4.2. Are currently defined IT service levels adequate to support the business needs?

- Yes
- No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development and minimal funding is available for maintenance. Many unfunded initiatives must be absorbed.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Analytic & Performance Measures Service

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete
DCSTAT	Analyze, design, build and implement a dashboard to display statistical information for management of department operations. P	10/01/2009	TBD	\$1,367,900

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional state staff positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Computer Assisted Reception Process (CARP)

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Computer Assisted Reception Process - (CARP) Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Progress programming language	5	
2	DEC mini-computers	6	
3		7	
4		8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The Computer Assisted Reception Process (CARP) provides a process to receive new inmates into the Department's six Reception Centers using the existing application. Data is gathered from inmate self-report, paper records from the Court, and past offender data contained in OBIS. The process also involves processing of identification credentials (i.e. driver license, Social Security Cards, etc), positive identification using AFIS fingerprinting linked to FDLE and FBI identification and record systems, creating a photo identification and beginning planning for the inmate's future in the Department's custody.

The following IT Systems are constituent elements of this Strategic IT Service.

Computer Assisted Reception Process (CARP) – CARP supports Offender Reception Processing by collecting information and updating the Department's official data repository, OBIS,

Automated Fingerprint Identification System (AFIS) – An electronic fingerprint device located in each of the Department's Reception Centers is connected directly to FDLE to establish positive identification of all offenders being received by the Department.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 300

1.5. How many locations currently host this service? 1

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Computer Assisted Reception Process (CARP)

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

This system is specific to the needs of the department's reception process and is highly integrated with the OBIS system receiving downloads and providing information to be uploaded to OBIS in a real-time and batch environment.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

High priority developments, enhancements or maintenance are expected to be completed immediately or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a custom-developed work request/tracking system. Estimates are provided in the application. Applications and database technical staff respond directly to system owners via IT management on high-priority issues. Applications and database respond to help, technical problem resolution and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database is on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required *(e.g., 0700-1800 M-F, 24/7)* for:

3.2.1.1. User-facing components of this IT service (online) 24-7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24-7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs *(e.g., 15 min, 30 min, 60 min)*? 0-5 min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide reception operations are jeopardized; inmate monitoring is not properly managed

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify *(include any applicable constitutional, statutory, or rule requirements)*

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Computer Assisted Reception Process (CARP)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department. CARP is particularly tightly integrated with OBIS which it updates continually as inmates are processed through Reception Centers. Failure of this integration would result in increasing delays in processing reception and retention of offenders awaiting incarceration in local jails.

3.2.4. What are security requirements for this IT service? *(Indicate all that apply)*

- User ID/Password
- Access through internal network only
- Other Access using profiles
- Access through Internet or external network
- Access through Internet with secure encryption

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing supported by the department via NCIC and FCIC.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

- Yes
- No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

- Yes
- No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development and minimal funding is available for maintenance. Many unfunded initiatives must be absorbed.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete
CARP To OBIS	Move necessary functionality of CARP into the OBIS. Consequently, CARP will be decommissioned.	11/1/2009	TBD	TBD

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5. Additional Information

- 5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

- 5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: E-Mail, Messaging, and Calendaring Service

Dept/Agency: **Department of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted: **October 15th, 2009**

E-Mail, Messaging, and Calendaring Service

This service enables users to send and receive e-mail and attachments, perform departmental calendaring, manage address lists, create and maintain shared or private folders, and store message data provided through the e-mail service. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify the major commercial hardware and software associated with the E-Mail Service:			
1	Dell	5	
2	Microsoft	6	
3		7	
4		8	

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- State Primary Data Center
- Other External service provider

1.2. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.2)

1.3. Please identify the number of users (e-mail accounts/mailboxes) of this service. 15,000

1.4. How many locations currently host IT assets and resources used to provide e-mail, messaging, and calendaring services?

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider? *(Identical, Very Similar, No)* Identical

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes
- No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?
The Department has unique requirements for recovery of email systems after a disaster. The email system will have to be online and operational within the first 48 hours after a catastrophic event.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: E-Mail, Messaging, and Calendaring Service

We also maintain a Blackberry server that is tightly integrated with our electronic mail system that requires recovery within the first 48 hours as well.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

The electronic mail system has the expectation of 99% uptime (including Blackberry service). All system outages are treated as critical and escalated to the highest levels of management. All maintenance is to be scheduled and requires notification to customer beforehand.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0600-2100 M-F, 24/7): 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 5 min, 15 min, 60 min)? 30 min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

The agencies business functions will lose the ability to communicate. Automated application notifications, offender based and offender health alerts from contracted vendors, etc will cease to function.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other _____

3.2.5. Are there any federal, state, or agency records retention or privacy policies, restrictions, or requirements applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

Electronic health information, electronic employee information, and any other personal or health information must be encrypted.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: E-Mail, Messaging, and Calendaring Service

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management?

Yes No

If yes, briefly describe the frequency of reports and how they are provided:

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects (e.g., total cost greater than \$500,000) that are underway or planned to upgrade or enhance any resource or system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-11. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

5.2. Other comments (Briefly describe the usage pattern for any public user groups identified in Question 1.3, e.g., annual use, occasional use, self-service, or optional use, and any other comments to explain the service.)

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Emergency Management Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Emergency Management Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
2	Switches (part)	6	Microsoft SQL Server 7.0 / 2000
3	Routers (part)	7	
4	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The Emergency Management Service supports departmental management of operations during emergencies including natural disasters and other significant events.

The following IT Systems are constituent elements of this Strategic IT Service.

Emergency Management System (EMS) – The application which harnesses all of the relevant information at the disposal of department managers is used to manage the workflow and communications of the department during an emergency. The web application is used primarily from the Department’s Emergency Command Center but is accessible statewide via the Department’s intranet. It accesses data from many sources including NOAA, DMS vehicle inventories, OBIS, RMS, departmental CAD drawings, and many others and organizes it in a process flow designed to facilitate communication, research, and management decision-making. The Office of Institutions and the Office of Community Corrections use the application to direct inmates and offenders to facilities that are out of harm’s way. The log of input and responses results in a record of the process of managing the specific emergency for use in after-action reports, as well as reports to authorities such as FEMA.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service.

7,000+

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Emergency Management Service

1.5. How many locations currently host this service?

1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(*Identical, Very Similar, No*)

No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

An increasing number of server-based systems are now mission-critical. The EMS Service supports departmental management of operations during emergencies including natural disasters, disturbances in institutions and other significant events. EMS uses data from a multitude of systems rather than re-collecting storing data redundantly. Databases and systems are integrated to minimize data errors and work load. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

EMS was completed as a high priority development in response to a serious need identified in an upcoming storm season. EMS is now an integral part of the Department's operations. As a result of its importance, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Emergency Management Service

applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24-7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24-7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 15 min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

If emergencies are not properly managed, statewide security in institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; and staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID and Security Access Request centralized management system

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Emergency Management Service

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Emergency Management Service

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Facility Access Secure Tracking System

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Facility Access Secure Tracking System – (FAST) Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
2	Switches (part)	6	Microsoft SQL Server 7.0 / 2000
3	Routers (part)	7	
4	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The FAST service allows visitors and volunteers to gain entry into institutions by using a hand reader biometric identification device. The long term goal is to have all persons entering and leaving an institution processed through an identification system. These individuals include visitors, volunteers, staff, contractors, and any other person requesting access.

The following IT Systems are constituent elements of this Strategic IT Service.

Facility Access Secure Tracking System (FAST) – This system supports access to institutions by visitors and volunteers using a hand geometry biometric device as an adjunct to FAST. It also uses photos, data from OBIS, local processing connected to a central database and it prints photo sheets for use in visitor parks. The next step is to implement modules for staff.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 26000

1.5. How many locations currently host this service? 73

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Facility Access Secure Tracking System

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Databases and systems are integrated to minimize data errors and workload. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. An increasing number of server-based systems are now mission-critical. FAST is a system which integrates data from multiple sources, including OBIS and human resources systems, that allows visitors and volunteers to gain entry into institutions by using a hand reader biometric identification device. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

FAST was a high priority development implemented to address a security requirement in the institutions. As a result of the importance of institutional security, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

- 3.2.1.1. User-facing components of this IT service (online) 24/7
3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Facility Access Secure Tracking System

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 15 min, 30 min, 60 min*)?

72 hours

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide security in institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; staff, offender and public safety will be jeopardized. Specifically, visitors to institutions had been discovered conveying contraband or illegal enterprise which screening and strict control of access using FAST helps to eliminate. Offenders not properly monitored may cause significant harm to the public. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Facility Access Secure Tracking System

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Facility Support Service

Dept/Agency: **Dept. of Corrections**

Submitted by: **Gene Hatcher, CIO**

Phone: **850-410-4740**

Date submitted:

DC Facility Support Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	HP	5	Router
2	Microsoft	6	Switches
3	Citrix	7	
4	Maximus	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The Maximus system tracks and manages the work flow for the department's maintenance and facility service unit.

1.2. Who is the service provider? (*Indicate all that apply*)

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? (*Indicate all that apply*)

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 500

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
 (*Identical, Very Similar, No*) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?
 Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Routing for this system must be directed to the location of the server system. All of the components of this system require 90% uptime and data integrity must be assured. This resource is critical to the

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Facility Support Service

mission of the department therefore the data must be archived consistently. Because the system houses confidential and sensitive information, the routing must be encrypted from end to end.

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 0700-1900
M-F

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 2 hours

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

4. Management of work flow will be drastically affected and work assignments would not be issued in a timely manner.

4.1.1. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

4.1.2. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other _____

4.1.3. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

4.1.3.1. If yes, please specify and describe:

5. User/customer satisfaction

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Facility Support Service

5.1. Are service level metrics reported to business stakeholders or agency management

Yes No

5.1.1. If yes, briefly describe the frequency of reports and how they are provided:

5.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

5.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

5.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

6. Additional Information

6.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

6.2. Other comments

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Helpdesk Service

Dept/Agency: **Dept. Of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted: **(insert date submitted)**

Helpdesk Service

This service involves the centralized or consolidated intake and resolution of IT system problems for users and stakeholders throughout the department. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify any major commercial hardware and software associated with the Helpdesk Service:			
1	HP Service Center 6.1.1	5	Windows 2003 Server
2	Compaq Server ML530	6	Dell PowerEdge Server 2600
3	Dell Desktops for Call Center	7	
4	Crystal Reports	8	

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- State Primary Data Center
- Other External service provider

1.2. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.2)

1.3. Please identify the number of users of this service: _____

1.4. How many locations currently host IT assets and resources used to provide helpdesk services? 1

1.5. What communication channels are used for the service? *(Indicate all that apply)*

- On-line self-serve
- Telephone/IVR
- Remote desktop (e.g., PC Anywhere)
- Other _____
- On-line interactive
- Face-to-face

1.6. What is the scope of the service provided by the Help Desk: *(Check all boxes that apply)*

Help Desk Action	Simple problems	Moderately complex problems	Complex problems
Accepting and logging	X	X	X
Referring/escalating	X	X	X
Tracking and reporting	X	X	X
Resolving/closing	X	X	

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Helpdesk Service

1.7. Please identify the major IT systems or services for which the Help Desk must provide assistance:

1	E-mail	5	Network
2	Security Password Resets LAN and OBIS	6	Server Hardware
3	OBIS	7	Desktop Hardware
4	Web Applications	8	Desktop Applications

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No, Unknown) Very Similar

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Background checks on all providers; guaranteed response times better than current times; familiarity with unique department systems and criticality levels such as OBIS, RMS, FAST, EM, CARP, Cashless Canteen (Keeptrack)

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Cost per call must not exceed current rate; lack of subject matter expertise on criticality levels from a potential new vendor.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days the Help Desk service is required (*e.g., 0800-1600 M-F, 24/7*) 24/7

3.2.2. What are the impacts on the agency's business if the Help Desk service is not available?

Ability to obtain services for needed support regarding equipment and access to critical applications.

3.2.3. What is the average monthly volume of calls/cases/tickets? 6633/9184/5320

3.2.4. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

Background checks are required for personnel providing service

3.2.5. What are security requirements for this IT service? (*Indicate all that apply*)

IT Service Requirements Worksheet: Helpdesk Service

- User ID/Password
- Access through internal network only
- Other _____
- Access through Internet or external network
- Access through Internet with secure encryption

3.2.6. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes No

3.2.6.1. If yes, please specify and describe:

Various policy and procedure directives throughout the department – i.e. HIPPA

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management?

- Yes No

If yes, briefly describe the frequency of reports and how they are provided:

Weekly and monthly summary metrics are provided

4.2. Are currently defined IT service levels adequate to support the business needs?

- Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects (e.g., total cost greater than \$500,000) that are underway or planned to upgrade or enhance any resource or system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-11. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments (Briefly describe the usage pattern for any public user groups identified in Question 1.3, e.g., annual use, occasional use, self-service, or optional use, and any other comments to explain the service.)

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Helpdesk Service



FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Helpdesk Service

Dept/Agency: **Dept. Of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted: **(insert date submitted)**

Helpdesk Service

This service involves the centralized or consolidated intake and resolution of IT system problems for users and stakeholders throughout the department. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify any major commercial hardware and software associated with the Helpdesk Service:			
1	HP Service Center 6.1.1	5	Windows 2003 Server
2	Compaq Server ML530	6	Dell PowerEdge Server 2600
3	Dell Desktops for Call Center	7	
4	Crystal Reports	8	

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- State Primary Data Center
- Other External service provider

1.2. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.2)

1.3. Please identify the number of users of this service: _____

1.4. How many locations currently host IT assets and resources used to provide helpdesk services? 1

1.5. What communication channels are used for the service? *(Indicate all that apply)*

- On-line self-serve
- Telephone/IVR
- Remote desktop (e.g., PC Anywhere)
- Other _____
- On-line interactive
- Face-to-face

1.6. What is the scope of the service provided by the Help Desk: *(Check all boxes that apply)*

Help Desk Action	Simple problems	Moderately complex problems	Complex problems
Accepting and logging	X	X	X
Referring/escalating	X	X	X
Tracking and reporting	X	X	X
Resolving/closing	X	X	

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Helpdesk Service

1.7. Please identify the major IT systems or services for which the Help Desk must provide assistance:

1	E-mail	5	Network
2	Security Password Resets LAN and OBIS	6	Server Hardware
3	OBIS	7	Desktop Hardware
4	Web Applications	8	Desktop Applications

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?

(Identical, Very Similar, No, Unknown)

Very Similar

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Background checks on all providers; guaranteed response times better than current times; familiarity with unique department systems and criticality levels such as OBIS, RMS, FAST, EM, CARP, Cashless Canteen (Keeptrack)

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Cost per call must not exceed current rate; lack of subject matter expertise on criticality levels from a potential new vendor.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days the Help Desk service is required (*e.g., 0800-1600 M-F, 24/7*)

24/7

3.2.2. What are the impacts on the agency's business if the Help Desk service is not available?

Ability to obtain services for needed support regarding equipment and access to critical applications.

3.2.3. What is the average monthly volume of calls/cases/tickets?

6633/9184/5320

3.2.4. Are there any agency-unique service requirements?

Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

Background checks are required for personnel providing service

3.2.5. What are security requirements for this IT service? (*Indicate all that apply*)

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Helpdesk Service

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other _____

3.2.6. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes No

3.2.6.1. If yes, please specify and describe:

Various policy and procedure directives throughout the department – i.e. HIPPA

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management?

- Yes No

If yes, briefly describe the frequency of reports and how they are provided:

Weekly and monthly summary metrics are provided

4.2. Are currently defined IT service levels adequate to support the business needs?

- Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects (e.g., total cost greater than \$500,000) that are underway or planned to upgrade or enhance any resource or system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-11. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments (Briefly describe the usage pattern for any public user groups identified in Question 1.3, e.g., annual use, occasional use, self-service, or optional use, and any other comments to explain the service.)

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Helpdesk Service



FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Imaging Service

Dept/Agency: **Department of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Imaging Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell PowerEdge Servers	5	Microsoft Windows Server
2	Dell EMC Storage Area Network (SAN)	6	Microsoft SQL Server
3	Routers & Switches	7	Oracle Stellent IBPM Imaging Software
4	Bell & Howell High Speed Document Scanners	8	Kofax Ascent Capture Software

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The Imaging system facilitates the scanning, storage and retrieval of inmate records including legal and sentence structure documents, health information, parole hearings and historical photos. The department has an entire section dedicated to the scanning of these documents and a wide range of department employees as well as the Florida Parole Commission and the Florida Department of Law Enforcement utilizes this information.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 2,500

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes
- No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Routing for this system must be directed to the location of these server systems. All of the components of this system require 99% uptime and data integrity must be assured. This resource is critical to the mission of the department therefore the data must be archived consistently. Because this system houses confidential and sensitive data, the routing must be encrypted from end to end. There would also be a high cost association to migrate 27,000,000+ documents with over 127,000,000+ pages to another vendor product.

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

This system is to remain up 99% of the time. Scheduled maintenance outages will require notification to the customer base 5 to 7 days in advance. Monday and Tuesday evenings are the pre-approved system maintenance downtime. The system must have a reliable archiving and retrieval systems as well.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24/7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 15min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

The Department of Corrections, the courts, the Parole Commission and FDLE will lose its ability to view current and historical inmate data and medical information which may affect decision making, the business functions of other agencies and public safety.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

Court requirement mandates that the images are not to be modified and that auditing be maintained.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through internal network only
- Other Remote Dial-UP
- Access through Internet or external network
- Access through Internet with secure encryption

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Imaging Service

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

Inmate health information – HIPPA and Victims notification

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Interstate Compact Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

Interstate Compact Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	IBM mainframe (part)	13	Routers (part)
2	DASD (part)	14	Mainframe Front end Controller (part)
3	Tape drives (part)	15	PKZIP (part)
4	Switches (part)	16	BMC Reorg. Utilities for IMS & DB2 (part)
5	Dell & HP servers (part)	17	IMS Utilities (part)
6	Storage Arrays (part)	18	COBOL/ZOS, Easytrieve, Rexx, CLIST DB2,ISPF (part)
7	BMC Control-M (Scheduler) (part)	19	CA-Spool Print Management (part)
8	Mainview for CICS, IMS, DB2 (part)	20	DATA21 CICS Help, Word Wrap (part)
9	CA DADS, Librarian Utilities (part)	21	IMS/DB and DB2 Databases (part)
10	Compuware Utilities for MVS, CICS, TSO (part)	22	MacKinney CICS/Message, Spy, Listcat Morning News, Show/Tell, Forward Recovery (part)
11	H & W SYSD (part)	23	Syncsort for Z/OS (part)
12	IMS Data Propagator Utility (part)	24	Pitney Bowes Docsense Finalist (part)

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

This service provides data to department staff regarding offenders in community supervision from other states being housed or supervised in Florida and Florida offenders being managed in other jurisdictions. It is monitored by the Bureau of Interstate Compact in the Office of Community Corrections The following IT Systems are constituent elements of this Strategic IT Service.

Interstate Compact System – System to manage and track transfer of offenders in community supervision between the Florida Department of Corrections and other state and federal corrections agencies. Who is the service provider? **(Indicate all that apply)**

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.2. Who uses the service? **(Indicate all that apply)**

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.3. Please identify the number of users of this service.

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FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Interstate Compact Service

1.4. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) Yes

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

This service provides data regarding offenders in Florida community supervision from other states and offenders being managed in other jurisdictions. While a national integration effort is underway as the National Adult Compact Information System (NACIS), the existing FL system must be maintained. Requirements are being clarified, at this time, but integration may be simple. This level of integration of databases and systems helps to minimize data errors, work load and ensure proper supervision across states. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. This service is part of the increasing number of server-based systems are now mission-critical. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

The type of work and level of complexity for the NACIS effort is unclear; however, high priority development, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Interstate Compact Service

applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

3.2.1.1. User-facing components of this IT service (online) 0700-1800

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 15 min, 30 min, 60 min*)? 60 min.

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide security of offenders managed by the Interstate Compact in Community Corrections and daily operations will be jeopardized; offender monitoring will not be properly conducted; offender management may not be completed properly; staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. If law enforcement cannot receive corrections data and monitor the department's web sites officer and public safety will be jeopardized. If the public cannot monitor offenders using the department's web sites, their safety is further jeopardized. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- | | |
|--|---|
| <input checked="" type="checkbox"/> User ID/Password | <input type="checkbox"/> Access through Internet or external network |
| <input checked="" type="checkbox"/> Access through internal network only | <input type="checkbox"/> Access through Internet with secure encryption |
| <input checked="" type="checkbox"/> Other <u>Access by user profiles</u> | <input type="checkbox"/> Other _____ |

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Interstate Compact Service

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? ***(Briefly explain)***

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Investigative Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **(850) 410-4740**
 Date submitted:

DC Investigative Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	IBM mainframe (part)	14	Mainframe Front end Controller (part)
2	DASD (part)	15	PKZIP (part)
3	Tape drives (part)	16	BMC Reorg. Utilities for IMS & DB2 (part)
4	Switches (part)	17	IMS Utilities (part)
5	Dell & HP servers (part)	18	COBOL/ZOS, Easytrive, Rexx, CLIST DB2,ISPF (part)
6	Storage Arrays (part)	19	CA-Spool Print Management (part)
7	BMC Control-M (Scheduler) (part)	20	DATA21 CICS Help, Word Wrap (part)
8	Mainview for CICS, IMS, DB2 (part)	21	IMS/DB and DB2 Databases (part)
9	CA DADS, Librarian Utilities (part)	22	MacKinney CICS/Message, Spy, Listcat Morning News, Show/Tell, Forward Recovery (part)
10	Compuware Utilities for MVS, CICS, TSO (part)	23	Syncsort for Z/OS (part)
11	H & W SYSD (part)	24	Pitney Bowes Docsense Finalist (part)
12	IMS Data Propagator Utility (part)	25	Microsoft Internet Information Server 6.0
13	Routers (part)	26	Microsoft SQL Server 7.0 / 2000
		27	DB2 Connect (part)

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

This service provides support to the investigatory processes that are critical to a law enforcement agency. This service support data collection regarding a variety of incidents from the allegation, investigation and through resolution. The primary users include Security and the Inspector General's Office.

The following IT Systems are constituent elements of this Strategic IT Service.

Management Information Notes System (MINS) – This system collects the report of each incident according to a typing established by the IG's Office and routes them to manager who must take action.

IGLOGS – This secure and confidential system gathers investigatory information and makes it available to a highly select group for resolution, recordation and reporting.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Investigative Service

1.3. Who uses the service? (*Indicate all that apply*)

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 570

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(*Identical, Very Similar, No*) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Databases and systems are integrated to minimize data errors and work load. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. The MINS and IGLOGS systems, which provide support to the investigatory processes that are critical to a law enforcement agency is part of an increasing number of server-based systems are now mission-critical. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

As these investigation-support systems are very tightly integrated into the Department's mission-critical systems, high priority development, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Investigative Service

staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24/7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 24 hours

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Effective and timely investigatory services are absolutely critical to the operation of the Department. Statewide security in institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID and Security Access Request centralized management system

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity. Florida Statutes exempts law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have strict security requirements regarding data sharing.

4. User/customer satisfaction

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Investigative Service

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Investigative Service

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Administration and Management Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

IT Administration and Management Service

This service enables the management and administration of the agency's central IT program or unit. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify major IT Systems (applications) that are included (in whole or part) in this IT Service:			
1	Service Level Agreement Tracking System	5	
2	IT Application Inventory	6	
3		7	
4		8	

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.2. How many locations currently host assets and resources used to provide IT administration and management services? 1

2. Service Unique to Agency

2.1. If the same level of service could be provided through another agency or external source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.1.1. If yes, what must happen for your agency to use another IT service provider?

2.1.2. If not, why does your agency need to maintain the current provider for this IT service?

The presence of IT governance is being expanded in the department's Procedure Manuals using the guidance provided by the Technology Review Workgroup, Information Technology Infrastructure Library and evolving best practices being implemented by department IT staff. This effort is being integrated tightly into the daily business process to ensure effective cost containment and effective decision-making.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Administration and Management Service

If you answered "Yes," identify major (formal or informal) service level requirements:

Immediate response is expected on applications work and user help desk and technical level support.

3.2. Timing and Service Delivery Requirements

- 3.2.1. Hours/Days that service is required (*e.g., 0800-1600 M-F, 24/7*) for the systems included in this service: **24-7**
- 3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 5 min, 15 min, 60 min*)? **0-5 min**
- 3.2.3. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?
 Yes No

If yes, please specify and describe:

The department's information is highly confidential, as determined by Florida Statutes and federal law that enable the department's official data repository, exempt law enforcement and homeland security data from public access, secure health data (HIPAA and drug treatment regulations), and other restrictions. The FBI and FDLE have significant stringent requirements regarding data sharing. Security profiles bind the department and its exposure of data. Security systems, individual security profiles, application security, security coordinators and a high level of agency business knowledge maintained by IT are used to secure the department's data.

- 3.2.4. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

The high level of integration between the department and IT and the concomitant high level of specific business knowledge maintained by IT staff and the high level of IT knowledge maintained by the department's authorized system users all help to ensure the best quality and most responsive services for the money but they also make IT services unique to Corrections. The level of horizontal and vertical integration makes IT in Corrections responsive and bonds it to the department and its operation.

4. User/customer satisfaction

- 4.1. Are service level metrics reported to business stakeholders or agency management?
 Yes No

If yes, briefly describe the frequency of reports and how they are provided:

Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from assignment and work tracking systems. The IT management tools also provide a view for customers and users into the status and progress of work requested.

- 4.2. Are currently defined IT service levels adequate to support the business needs of the agency?
 Yes No

If no, what changes need to be made to the current IT service? (*Briefly explain*)

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Administration and Management Service

4.3. List any significant projects that are underway or planned to upgrade or enhance any system, resource, or process associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost of Completion

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-11. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue

5.2. Other comments

FY 2010-2011 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Security/Risk Mitigation Service

Dept/Agency: **Department of Corrections**
 Submitted by: **Gene Hatcher**
 Phone: **(850) 410-4740**
 Date submitted:

IT Security/Risk Mitigation Service

This service involves the implementation of measures to reduce risk and ensure continuity of the IT Services supporting the agency. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify major IT Systems (applications) that are included (in whole or part) in this IT Service:			
1	Security Access Request Application	5	
2		6	
3		7	
4		8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

Security Access Request Application
 In accordance with Department policy, this application serves as the mechanism to handle requests for changes to user privileges to certain folders, applications, etc.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) Yes

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Provide lower cost while maintaining current department security requirements.

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

A formal security procedure combined with audit by vendor (Tru Secure) provides security assurances for the department. Annual risk assessment by DynTek.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0800-1600 M-F, 24/7):

0800-1700

3.2.2. In the event of an emergency, how quickly must essential services be restored to maintain the agency's continuity of operations?

ASAP

3.2.3. How frequently must the IT disaster recovery plan be tested?

Annually

3.2.4. In the event of a security breach, what is the agency's tolerance for down time of security IT services during peak periods, i.e., time before management-level intervention occurs (e.g., 10 min, 60 min, 4 hours)?

Almost immediately, e.g., 10 min.

3.2.5. Are there any agency-unique service requirements?

Yes

No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

Access to network based on user requirements and location

3.2.6. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other _____

3.2.7. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes

No

If yes, please specify and describe:

Secure information of user profiles, passwords, and other information

4. User/customer satisfaction

4.1. Are service level metrics reported regularly to business stakeholders or agency management?

Yes

No

If yes, briefly describe the frequency of reports and how they are provided:

FY 2010-2011 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Security/Risk Mitigation Service

Through reporting

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects (e.g., total cost greater than \$500,000) that are underway or planned to upgrade or enhance any resource or system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Support Service for Agency Financial and Administrative Functions

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

IT Support Service for Agency Financial and Administrative Systems

This service enables users in the agency's administrative and support areas to operate and maintain the non-strategic applications that support agency administrative. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify major IT Systems (applications) that are included (in whole or part) in this IT Service:			
1	Purchasing Requisition System (PRS)	5	Correspondence Control
2	Human Resources Database (HRD)	6	
3	Employee Evaluation System	7	
4	Tracker	8	

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.2. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.3. Please identify the number of users of this service. 2500

1.4. How many locations currently host agency financial/ administrative systems? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider? *(Identical, Very Similar, No)* No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Support Service for Agency Financial and Administrative Functions

All databases, programs, and systems are completely and totally integrated into the official system and data repository, the Offender Based Information System (OBIS) which manages all aspects of offender life and thereby supports the mission-critical management of daily departmental operations. The Financial support systems are similarly integrated. These system and databases require immediate access to subject matter experts and IT staff with a very high level of agency business experience as well as specific detailed experience in the highly specialized application programs that comprise the department's highly technical server-based systems. In many cases, applications developers have nearly as much subject matter expertise as the system owners, without which systems would fail or cost more to maintain. Failure of these systems and databases would jeopardize the safety of officers in institutions and the field, law enforcement and justice entities, and the public, as well as, the offenders themselves. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds.

3. IT Service Levels Required to Support Business Functions

Answer the following questions for the primary or dominant IT system within this IT Service.

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

High priority developments, enhancements or maintenance are expected to be completed immediately or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a custom-developed work request/tracking system. Estimates are provided in the application. Applications and database technical staff respond directly to system owners via IT management on high-priority issues. Applications and database respond to help, technical problem resolution and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database is on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support. Delays may result in litigation, balance failures, negative audit findings, and potentially dangerous situations

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

- 3.2.1.1. User-facing components of this IT service (online) 24/7
- 3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 0-5 min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide offender financial operations are jeopardized; inmate and offender monitoring including victim restitution is not properly managed; staff, offender and public safety is jeopardized if funds are not properly accounted to cashless canteens in prisons. In addition, the department may be subject to litigation, negative audit findings or complaints from the offenders' families if financial

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Support Service for Agency Financial and Administrative Functions

accounting is properly completed. Offenders not properly monitored may cause significant harm to the public. If the public cannot monitor offenders, their safety is further jeopardized.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

Number of transactions increase by 30% at the end of the month and transition at this high rate into the beginning of the next month; health information and confidential offender and staff data must be kept secure and shared using encryption; and data across all functional areas must be integrated. The department must respond immediately to requests for information or changes to these systems from litigation, legislation or audits.

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing. Financial systems are also subject to audits requiring that data be available in a timely fashion.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

If yes, briefly describe the frequency of reports and how they are provided:

Corrections Data Center generates monthly performance reports and the Systems Development staff provides reports on request from assignment and work tracking systems. The staffs of Finance and Accounting and Community Corrections are intimately involved in the maintenance of their fiscal support systems to ensure that all accounts are balanced and obligations, including victim restitution, are properly paid and accounted.

4.2. Are currently defined IT service levels adequate to support the business needs?

General revenue for maintenance of existing systems is not adequate for development of new systems and the many unfunded mandates required of the department. In addition, there is no cost recovery. As noted in 4.2 additional funding is needed to reduce contractor costs and support unfunded mandates.

Yes No

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Support Service for Agency Financial and Administrative Functions

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue.

5.2. Other comments

Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Desktop Computing Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted: **October 16, 2009**

Desktop Computing Service

This service enables use of standard office automation functions, as well as access to other applications that require standard desktop functionality. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify the major commercial hardware and software associated with the Desktop Computer Service:			
1	Dell PC's	5	MOCHA Terminal Emulator
2	HP Printers	6	HP Service Center
3	Microsoft Office 2003	7	
4	Windows XP	8	

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- State Primary Data Center
- Other External service provider

1.2. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.3. Please identify the number of users of this service. 17,800

1.4. How many locations currently use desktop computing services? 360

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider? *(Identical, Very Similar, No, Unknown)* Similar

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes
- No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Current staff are part of emergency operations and are considered essential staff and placed under the control of the local correctional institution.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Desktop Computing Service

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0800-1600 M-F, 24/7*)

24x7

3.2.2. What are the impacts on the agency's business if the Desktop Service is not available?

Financial Systems, Biometrics, ID Badge, Mainframe Access, Emergency Management Application, e-mail, Policy and Procedure

3.2.3. Are there any agency-unique service requirements?

Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

Jessica Lunsford Act, Offender Tracking, Osterbach

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

Inmate Medical Records, Criminal History

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

If yes, briefly describe the frequency of reports and how they are provided:

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? (*Briefly explain*)

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Desktop Computing Service

4.2.2. List any significant projects (e.g., total cost more than \$500,000) that are underway or planned to upgrade or enhance any resource or system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete
None				

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-11. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Network Service

Dept/Agency: **Department of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted: **October 15, 2008**

Network Service

This service enables data connectivity and transport using Local Area Network (LAN) and/or Wide Area Network (WAN) technologies. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify the major commercial hardware and software associated with the LAN Service:			
1	Routers, switches, cabling	5	Windows NT 4.0, Windows 2003 server
2	Firewall	6	Printers, Scanners, Hand readers
3	Intrusion Detection	7	Net Health, Antivirus
4	Compaq, HP, Dell Servers	8	Vantage software, NetFlow tracker

1. IT Service Definition

1.1. Who is the LAN service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- State Primary Data Center
- Other External service provider

1.2. Who is the WAN service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.2)

1.4. Please identify the number of users of the Network Service. 18,000

1.5. How many locations currently host IT assets and resources used to provide LAN services? 275

1.6. How many locations currently use WAN services? 275

1.7. What types of WAN connections are included in this service? *(Indicate all that apply)*

- ATM
- SUNCOM RTS
- Radio
- Other
- Frame Relay
- Internet
- Satellite
- Cellular Network
- Dedicated Wired connection
- Dial-up connection

2. Service Unique to Agency

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Network Service

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(*Identical, Very Similar, No*) similar

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Savings must be documented and proven, background checks on all personnel, security must be bullet proof and Dept of Homeland Security equivalent.

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for LAN service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

3.2. Has the agency specified the service level requirements for WAN service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

3.3. Timing and Service Delivery Requirements

3.3.1. Hours/Days that service is required (*e.g., 0800-1600 M-F, 24/7*) for:

3.3.1.1. Online availability 24/7

3.3.1.2. Offline and availability for maintenance n/a

3.3.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 5 min, 15 min, 60 min*)? 5 minutes

3.3.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Public Safety at risk

3.3.3. Does the agency have a standard for required bandwidth its locations? Yes No

If yes, indicate the standard (*e.g. fiber channels for certain locations*)

T-1 is the standard

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Network Service

3.3.4. Are there any agency-unique service requirements? Yes No

If yes, specify *(include any applicable constitutional, statutory, or rule requirements)*

3.3.5. What are security requirements for this IT service? *(Indicate all that apply)*

- User ID/Password Access through Internet or external network
- Access through internal network only Access through Internet with secure encryption
- Other _____

3.3.6. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.3.6.1. If yes, please specify and describe:

Federal mandate to encrypt data and HIPPA

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management?

Yes No

If yes, briefly describe the frequency of reports and how they are provided:

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects (e.g., total cost greater than \$500,000) that are underway or planned to upgrade or enhance any resources or system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-11. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

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IT Service Requirements Worksheet: Network Service

5.2. Other comments (Briefly describe the usage pattern for any public user groups identified in Question 1.3, e.g., annual use, occasional use, self-service, or optional use, and any other comments to explain the service.)

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: OBIS

Dept/Agency: **Department of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Offender Based Information System - (OBIS) Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	IBM mainframe (part)	13	Routers (part)
2	DASD (part)	14	Mainframe Front end Controller (part)
3	Tape drives (part)	15	PKZIP (part)
4	Switches (part)	16	BMC Reorg. Utilities for IMS & DB2 (part)
	Dell & HP servers (part)	17	IMS Utilities (part)
	Storage Arrays (part)	18	COBOL/ZOS, Easytrieve, Rexx, CLIST DB2,ISPF (part)
	BMC Control-M (Scheduler) (part)	19	CA-Spool Print Management (part)
	Mainview for CICS, IMS, DB2 (part)	20	DATA21 CICS Help, Word Wrap (part)
	CA DADS, Librarian Utilities (part)	21	IMS/DB and DB2 Databases (part)
	Compuware Utilities for MVS, CICS, TSO (part)	22	MacKinney CICS/Message, Spy, Listcat Morning News, Show/Tell, Forward Recovery (part)
	H & W SYSD (part)	23	Syncsort for Z/OS (part)
	IMS Data Propagator Utility (part)	24	Pitney Bowes Docsense Finalist (part)
		25	DB2 Connect (part)
	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
	Switches (part)	6	Microsoft SQL Server 7.0 / 2000
	Routers (part)	7	
	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The **Offender Based Information System (OBIS)** service supports every aspect of offender life cycle management in that today's inmates may be, depending on their court-ordered sentence, tomorrow's supervised offenders.

The following IT Systems are constituent elements of this Strategic IT Service:

The Department's official offender management system, OBIS, is made up of multiple subsystems which have been designed by their owner/users over the last 28 years to satisfy the specific needs of legislation, litigation and best practices. These subsystems support the daily management of the department and its staff in their oversight of inmates in institutions and offenders in the community supervised by Community Corrections. The system is used by multiple offices throughout the department responsible for the maintenance of required data and records related to inmates and offenders. The OBIS database is the single official data repository of the department as described in F.S. 20.315(11).

CICS Web Services have been implemented to facilitate a more modern GUI utilizing IIS as the application server and .NET as the development environment for the presentation layer. These services also assist in consolidating transactions into more fluid processes for DC staff to operate under. MiDAS, Emergency Management, Utilization Management, and Inmate At A Glance are existing applications that utilizes these services and several projects are underway to take advantage of these services even more.

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IT Service Requirements Worksheet: OBIS

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 25,000+

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

OBIS is the primary tracking system for all offenders in the department. Through its many subsystems, all aspects of offender tracking throughout the incarceration and supervision process are tracked. This system has been in place for 28 years and the various subsystems are tightly integrated. All databases, programs, and systems are integrated into (OBIS). This system and databases require immediate access to subject matter experts and IT staff with a very high level of agency business experience as well as specific detailed experience in the highly specialized application programs that comprise the department's highly technical mainframe and server-based systems. In many cases, applications developers have nearly as much or more subject matter expertise as the system owners, without which systems would fail or cost more to maintain. While new development in the department is expanding into the .NET development area, the mainframe OBIS system is the department's official data repository and still provides the bulk of data to department staff as well as providing information to criminal justice entities and to the public via data transfer to the department's various web-based applications.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

IT Service Requirements Worksheet: OBIS

High priority developments, enhancements or maintenance are expected to be completed immediately or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a custom-developed work request/tracking system. Estimates are provided in the application. Applications and database technical staff respond directly to system owners via IT management on high-priority issues. Applications and database respond to help, technical problem resolution and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database is on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24-7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24-7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 0-5 min.

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide operations are jeopardized; inmate and offender monitoring is not properly managed; staff, offender and public safety is jeopardized. Offenders not properly monitored may cause significant harm to the public. If the public cannot monitor offenders, their safety is further jeopardized.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

Number of transactions increase by 30% at end/beginning of month; health information and confidential offender and staff data must be kept secure and shared using encryption; and data across all functional areas must be integrated.

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through internal network only
- Other Access by user profiles
- Access through Internet or external network
- Access through Internet with secure encryption

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing supported by the department via NCIC and FCIC.



4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development and minimal funding is available for maintenance. Many unfunded initiatives must be absorbed.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete
IBM Mainframe Software Implementation	Install, Test and Implement new levels of IBM mainframe software over the next 12 months. IMS Version 10 should be completed by November 2009. ZOS 1.11 with CICS Version 3.2 should be completed by March 2010.	4/21/09	3/31/10	\$1,592,373
Re-Entry Systems (Upgrade Risk & Needs System)	Correctional Intergrated Needs Assessment System (CINAS) will be the new FDOC Re-Entry system. Integrated Risk Management System (IRMS) will be the new FDOC Institutional Risk Management system.	1/7/09	3/1/10	\$60,751.79
CARP TO OBIS	Move functionality of CARP into OBIS. Consequently, CARP will be decommissioned.	11/2009	11/2010	TBD

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: OBIS

FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional state staff positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost. The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Offender Financial Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **(850) 410-4740**
 Date submitted:

DC Offender Financial Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	IBM mainframe (part)	13	Routers (part)
2	DASD (part)	14	Mainframe Front end Controller (part)
3	Tape drives (part)	15	PKZIP (part)
4	Switches (part)	16	BMC Reorg. Utilities for IMS & DB2 (part)
5	Dell & HP servers (part)	17	IMS Utilities (part)
6	Storage Arrays (part)	18	COBOL/ZOS, Easytrieve, Rexx, CLIST DB2, ISPF (part)
7	BMC Control-M (Scheduler) (part)	19	CA-Spool Print Management (part)
8	Mainview for CICS, IMS, DB2 (part)	20	DATA21 CICS Help, Word Wrap (part)
9	CA DADS, Librarian Utilities (part)	21	IMS/DB and DB2 Databases (part)
10	Compuware Utilities for MVS, CICS, TSO (part)	22	MacKinney CICS/Message, Spy, Listcat Morning News, Show/Tell, Forward Recovery (part)
11	H & W SYSD (part)	23	Syncsort for Z/OS (part)
12	IMS Data Propagator Utility (part)	24	Pitney Bowes Docsense Finalist (part)
		25	DB2 Connect (part)

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

This service supports Finance and Accounting in maintaining financial records of inmates and community corrections offenders and tracking purchases at prison canteens during incarceration. This service is unique to the department and vital to daily operations to ensure inmate funds are properly accounted, inmate purchases are properly accounted in institutions, restitution is properly paid to victims, audit trails are maintained and information is provided to the Department and the Legislature.

The following IT Systems are constituent elements of this Strategic IT Service

Inmate Trust System (ITS) – Inmate Trust System supports required accounting functions include tracking deposits made by family members of inmates, expenditures by inmates for toiletries and other personal items not provided by the state, withdrawals for various departmental co-pay-related expenses, restitution payments and for keeping and providing account balances.

Cashless Canteen – Cashless canteen system serves inmates and supports daily institutional operations by providing for a means to purchase commodities through a cashless system that is coordinated with the inmate's bank account. The Office of Financial Management is responsible for the accounting functions of canteen operations. Removing cash or script from institutions has helped to maintain order and ensure the safety of officers and inmates

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Offender Financial Service

Court Ordered Payments System – COPS is a subsystem of OBIS which was designed specifically to manage payments ordered by the Courts for restitution, court costs and fines.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service.

2,300 +

1.5. How many locations currently host this service?

1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No)

No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes
- No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

All databases, programs, and systems are completely and totally integrated into the official system and data repository, the Offender Based Information System (OBIS) which manages all aspects of offender life and thereby supports the mission-critical management of daily departmental operations. This system and databases require immediate access to subject matter experts and IT staff with a very high level of agency business experience as well as specific detailed experience in the highly specialized application programs that comprise the department's highly technical server-based systems. In many cases, applications developers have nearly as much subject matter expertise as the system owners, without which systems would fail or cost more to maintain. Failure of these systems and databases would jeopardize the safety of officers in institutions and the field, law enforcement and justice entities, and the public, as well as, the offenders themselves. Court-ordered payments would not be paid properly and potentially dangerous insurrections could occur on prison compounds.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Offender Financial Service

If you answered "Yes," identify major (formal or informal) service level requirements:

High priority developments, enhancements or maintenance are expected to be completed immediately or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a custom-developed work request/tracking system. Estimates are provided in the application. Applications and database technical staff respond directly to system owners via IT management on high-priority issues. Applications and database respond to help, technical problem resolution and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database is on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24/7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 0 – 5 min.

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide operations are jeopardized; inmate and offender monitoring is not properly managed; staff, offender and public safety is jeopardized. Offenders not properly monitored may cause significant harm to the public. If the public cannot monitor offenders, their safety is further jeopardized.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (e.g. # of transactions increases by 100% at end of fiscal year)

Number of transactions increase by 30% at end/beginning of month; health information and confidential offender and staff data must be kept secure and shared using encryption; and data across all functional areas must be integrated.

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through internal network only
- Other _____
- Access through Internet or external network
- Access through Internet with secure encryption

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing supported by the department via NCIC and FCIC.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development and minimal funding is available for maintenance. Many unfunded initiatives must be absorbed.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete
COPS Project	Multiple enhancements to COPS to reduce workload for officers	2/10/09	12/1/10	\$33,803.00

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services for Organization Use

Dept/Agency: **Department of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

Parole Commission Services

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Visual Studio 2003	5	.NET 2.0 Framework
2	SQL Server 2005	6	
3		7	
4		8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

This service handles application support and service delivery for the following applications:

- 1) MacNet – Application manages the clemency process and seaport waiver process.
- 2) MacUser – Manages account access for several applications utilized by FPC.
- 3) Victim Notification- Tracking system for court dockets providing for printing form letters and notifications, matching with victims, tracking down/recording victim current contact information, and notifying victims.
- 4) Warrant Tracking - Used to create forms and track receipt and processing of warrants.
- 5) PB2 Time Motion Tracking - This web-based, project tracking application is accessed via a TAB within the MacNet application. Permits users to record time spent on tasks.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 200+

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services for Organization Use

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

On July 1st, 2009 and pursuant to Legislative Mandate, IT resources and applications managed by the Florida Parole Commission were consolidated and are now managed by the Florida Department of Corrections.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

Please see the SLA Agreement.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 0700-1800 M-F for applications 2,3,&5 listed in section 1.1.1 and 0700-2300 daily for applications 1 & 4 listed in section 1.1.1

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance)

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)?

0-5 min.

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide operations are jeopardized; inmate and offender monitoring is not properly managed; staff, offender and public safety is jeopardized. Offenders not properly monitored may cause significant harm to the public. If the public cannot monitor offenders, their safety is further jeopardized.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the Parole Commission.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through internal network only
- Access through Internet or external network
- Access through Internet with secure encryption

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services for Organization Use

Other _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing supported by the department via NCIC and FCIC.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

During the first quarterly transition period, the Department provides a monthly report of availability to the Customer, then quarterly thereafter. This is done via email.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services for Organization Use

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services

Dept/Agency: **Department of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

Parole Commission Services

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Visual Studio 2003	5	.NET 2.0 Framework
2	SQL Server 2005	6	Dreamweaver CS4
3		7	
4		8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

RCR – A public facing application that allows users to monitor the status of their request for restoration of civil rights. This application also allows others to verify the restoration of civil rights.

1.2. Who is the service provider? (*Indicate all that apply*)

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? (*Indicate all that apply*)

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 3,000+

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider? (*Identical, Very Similar, No*) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services

On July 1st, 2009 and pursuant to Legislative Mandate, IT resources and applications managed by the Florida Parole Commission were consolidated and are now managed by the Florida Department of Corrections.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

Please see the SLA Agreement.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24/7 – Saturdays and Sundays from 12 a.m. to 6 a.m. (SSRC Maintenance Window)

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) M-F

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 0-5 min.

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Public cannot be informed of the restoration of civil rights process easily.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the Parole Commission.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing supported by the department via NCIC and FCIC.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

During the first quarterly transition period, the Department provides a monthly report of availability to the Customer, then quarterly thereafter. This is done via email.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Pharmacy Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Pharmacy Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell	5	
2	Microsoft	6	
3	Kalos	7	
4		8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The pharmacy systems houses Inmate health information, health history and facilitates the dispensation of prescription drugs. Due to the sensitivity of the data on this system and its role in dispensing prescription drugs only authorized department staff should administer this resource.

1.2. Who is the service provider? (*Indicate all that apply*)

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? (*Indicate all that apply*)

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 70

1.5. How many locations currently host this service? 4

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
 (*Identical, Very Similar, No*) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

This resource has been expanded and is currently used in more locations and provides electronic data feeds to other systems as well as vendors. Routing for this system must be directed to the location of the server system. All of the components of this system require 99% uptime and data integrity must be assured. This resource is critical to the mission of the department therefore the data must be archived consistently. Because the system houses confidential and sensitive information, the routing must be encrypted from end to end which is currently provided by the department.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

The system should remain up and operational. Maintenance outages should be scheduled in advance with the client community. Support for this system is on a per call or per incident basis

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 0700 – 2100 Mon - Saturday

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 30 min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

The pharmacies will be unable to get patient information, inmate patient location and other related information for the dispensing of prescription drugs.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through internal network only
- Other _____
- Access through Internet or external network
- Access through Internet with secure encryption

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

HIPAA

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Pharmacy Service

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete
CIPS PHARMACY REFILL PROJECT	Project expands the Pharmacy function to other institutions and will provide bar code scanning of refills.	4/1/08	11/1/09	\$163,972.09

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Portal/Web Management Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

Portal/Web Management Service

The Portal/Web Management service enables the publishing of the agency's standard, mission-critical information to its employees and the public. The department operates four websites – an internet, a recruitment portal, an intranet and an extranet on FDLE's CJNet. Three of these sites access a central SQL Server containing inmate and supervised offender records.

Identify the major commercial hardware and software associated with this service:			
1	Servers (part)	6	Windows Server & Internet Information Server
2	Switches (part)	7	Microsoft SQL Server
3	Routers (part)	8	Adobe Creative Suite v 3.3
4	Firewalls (all)	9	WebTrends Analytics
5	Google Mini Appliance (two)		

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.2. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.3. Please identify the number of Internet users of this service. 773,767
per month (monthly average 9/2007 through 8/2008).

1.4. Please identify the number of intranet users of this service. 14,762
per month (monthly average 9/2007 through 8/2008)

1.5. How many locations currently host IT assets and resources used to provide this service? one

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes
- No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Portal/Web Management Service

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

- (1) The department's intranet contains highly sensitive, mission critical information that could jeopardize prison security and risk the lives of inmates and staff should it be compromised.
- (2) Three of the four websites require access to core department data containing inmate release dates and personal identification information. It is part of the department's core mission to secure and maintain this information.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

The department has an internal procedure manual that governs the operation of all websites. All content on the internet website is coordinated, reviewed and approved by the Communications office and it is converted to HTML and published by two IT staff. Most content on the department's intranet site (also governed by this procedure manual) is updated by staff throughout the agency and moved to the production server by IT staff.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0600-2100 M-F, 24/7): 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 5 min, 15 min, 60 min)? 15 minutes

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

- (1) The agency is unable to communicate updates to staff
- (2) The agency is unable to communicate updates to the law enforcement community
- (3) The agency is unable to communicate updates to inmate family and friends
- (4) The agency is unable to communicate updates to the media

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

Three of the four websites require access to core department data containing inmate release dates and personal identification information. It is part of the department's core mission to secure and maintain this information.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other member of FDLE's CJNet network

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Portal/Web Management Service

Yes No

3.2.5.1. If yes, please specify and describe:

- (1) Some information about correctional officers and correctional probation officers are protected under Florida's Public Records Laws.
- (2) ACA/CAC Standards: 4-4225, 4-4447, 4-ACRS-2A-12, AND 4-ACRS-7F-06
- (3) State/Federal Statutes: SECTIONS 316.2397, 944.151, 945.04, AND 776.07, F.S.
- (4) Florida Administrative Code: SECTION 33 F.A.C.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management?

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

Monthly reports are provided that include web traffic statistics, visitor trend analysis over 5 months, terms used in search engines to locate information on our site, server response times, server errors, link errors, bandwidth usage, etc.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects (e.g., total cost greater than \$500,000) that are underway or planned to upgrade or enhance any resource or system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue.

5.2. Other comments

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Roster Management System

Dept/Agency: **Dept. of Corrections**

Submitted by: **Gene Hatcher, CIO**

Phone: **850-410-4740**

Date submitted:

DC Roster Management System – (RMS) Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
2	Switches (part)	6	Microsoft SQL Server 7.0 / 2000
3	Routers (part)	7	
4	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The Roster Management System (RMS) provides service to the Office of Institutions for the management of the assignment of correctional officers to specific posts for which they are certified. The following IT Systems are constituent elements of this Strategic IT Service.

Roster Management System – Correctional officer roster management system. The system provides support for scheduling the work and post assignment of security correctional officers to ensure that properly certified staff is assigned to specific posts and overtime is minimized. The system is used primarily by Security Operations but business users include Personnel, the Inspector General’s Office and Classification. Data from RMS is also used to support the other applications including Emergency Management and other processes including scheduling data for payroll.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 4209

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Roster Management System

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Databases and systems are integrated to minimize data errors and work load. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. An increasing number of server-based systems are now mission-critical. Data from the RMS service is also used to support the other applications including Emergency Management. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

RMS was a high priority development to accommodate an OPAAGA recommendation to reduce officer overtime costs by implementing a system to manage institutional rosters. Following development, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

3.2.1.1. User-facing components of this IT service (online) 24/7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Roster Management System

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 15 min, 30 min, 60 min*)?

8 hours

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide security in institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements?

Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID and Security Access Request centralized management system

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? (*Briefly explain*)

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Roster Management System

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete
RMS Upgrade	Upgrade RMS into the .NET environment	1/1/09	7/1/09	TBD

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Training Delivery Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **850-410-4740**
 Date submitted:

Training Delivery Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
2	Switches (part)	6	Microsoft SQL Server 7.0 / 2000
3	Routers (part)	7	
4	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The service enables web-based transactions to support the delivery of training for department staff and management. Timely training is particularly important to the department as Correctional Officers and Correctional Probation Officers are required to complete and maintain their sworn law enforcement status. The service supports the Bureau of Staff Development in administering training functions for the entire department which includes, but is not limited to, in-service, certification, basic and advanced. It also supports all of the approximately 26,000 staff of the Department in registration for classes and for completion of selected coursework on-line.

The following IT Systems are constituent elements of this Strategic IT Service.

e-Train System – This browser-based training application replaced the mainframe Staff Training and Reporting System (STARS) following a lengthy pilot period and the conversion of data from STARS. This will support registration, completion of on-line coursework and recordation of the completion of required coursework.

1.2. Who is the service provider? (*Indicate all that apply*)

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? (*Indicate all that apply*)

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service.

26000

1.5. How many locations currently host this service?

1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(*Identical, Very Similar, No*) **No**

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Databases and systems are integrated to minimize data errors and workload. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration including information relevant to staff training. OBIS manages all aspects of offender life and supports the management of daily departmental operations. As part of an increasing number of server-based systems that are now mission-critical, this service enables web-based transactions to support the delivery of training for department staff and management. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

High priority development, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Training Delivery Service

3.2.1.1. User-facing components of this IT service (online) 0800-1800-M-F

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24-7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 72

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

The Department must assign trained and certified law enforcement operatives to proper posts or else statewide security in institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No
If yes, specify (include any applicable constitutional, statutory, or rule requirements)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department. Working with law enforcement certification is also a unique requirement.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID and Security Access Request centralized management system

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?
 Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Training and law enforcement certification are held to be confidential. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management
 Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Training Delivery Service

system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? (*Briefly explain*)

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Work Release Management Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Gene Hatcher, CIO**
 Phone: **(850) 410-4740**
 Date submitted:

DC Work Release Management Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
2	Switches (part)	6	Microsoft SQL Server 7.0 / 2000
3	Routers (part)	7	
4	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The WRIMS is a case management service that supports the Office of Institutions in the monitoring of private and some state-owned Work Release Centers (WRCs). Inmate assignments and schedules are managed using check-in/check-out processes to ensure proper accountability. WRIMS is used in conjunction with another system, Facility Access Secure Tracking, to secure the WRCs. The application was rolled out initially in outsourced WRCs and is being implemented in state-operated facilities. WRIMS also allows Central Office staff to monitor WRC operations and inmate status.

The following IT Systems are constituent elements of this Strategic IT Service.

WRIMS – The system manages and audits check-in and check-out of inmates to and from a Work Release Center facility. The WRIMS application which monitors inmates participating in the Department’s Work Release programs was designed to exchange information with the mainframe yet operates independently and includes service-delivery for private and state-owned work release centers. It maintains a control log of staff apart from OBIS; platforms and functions address activities in addition to offender based issues.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service.

215

1.5. How many locations currently host this service?

1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

WRIMS was developed in conjunction with an RFP to outsource work release centers while integrating as much as feasible with existing databases. Databases and systems are integrated to minimize data errors and work load. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. WRIMS, a case management service that supports the Office of Institutions in the monitoring of Work Release Centers is another of the increasing number of server-based systems are now mission-critical. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

This high priority development was under a time-certain deadline to meet an external outsourced service delivery for contractor operated Work Release Centers. From this point forward, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

FY 2010-11 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Work Release Management Service

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24/7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 8 hours

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide security in state and contractor operated Work Release Centers, as well as, institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. If law enforcement cannot receive corrections data and monitor the department's web sites officer and public safety will be jeopardized. If the public cannot monitor offenders using the department's web sites, their safety is further jeopardized. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID and Security Access Request centralized management system

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking

system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2010-2011. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul J. Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Sylvester Butler, Kelvin Frazier, Curt Massie, Jeremiah Thomas, Eugene Ulrath and Reginald Williams, Paul Echols, Michael McKinney, Charles Morgan, Antonio Ward v. James McDonough and Randall Bryant (in their Official capacity) and James V. Crosby, Jr., Michael Rathmann, Bradley Carter, George Sapp, Stephen Sirmones, Joe Lazenby, Jr., Allen Clark, Mark Redd, Keith Musselman, Tony Anderson, James Wilson, William Muse, Colin Halle, Steven Tricocci, Tim Chastain, Rodney Barnett, Ronnie Barton, Kenneth Lampp, Wendell Whitehurst, Stacey Green, David Reynolds, John Riggs, Glynn Reeder, John Rizer, Oscar Shipley, Wilfred Dean Ellis, Jeffrey Lindsey, and Billy Jarvis (individual capacity). (original Trial Style)

Court with Jurisdiction: United States 11th Circuit Court of Appeals, Atlanta, Georgia

Case Number: Case No. 09-11658-AA, Lower Court Case No. 3:04CV917-J-32TJC

Summary of Complaint: This is a civil rights complaint alleging that the Florida State Prison staff implemented an unwritten policy to use chemical agents to inflict corporal punishment on FSP inmates, maliciously and sadistically for the very purpose of causing harm and not in a good-faith effort to maintain or restore discipline. Plaintiffs alleged that this resulted in unjustified and excessive force against the inmate plaintiffs.

Amount of the Claim: The complaint seeks a declaratory judgment, injunctive relief, compensatory damages and punitive damages. The declaratory and injunctive relief sought includes a request for a court ordered injunction that places significant restrictions on the use of chemical agents at Florida State Prison.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of Eighth Amendment to United States Constitution.

Status of the Case: The lawsuit was filed in September 2004, amended in November 2005, and again amended in February 2006. Mediation has been conducted. Plaintiffs have settled all monetary damage claims. The declaratory and injunctive relief claims remain. A non-jury trial was conducted in September 2008. In January, 2009, the District Court dismissed the claims of all but two of the Plaintiffs. For those two remaining Plaintiffs, Jeremiah Thomas and Michael McKinney, the court directed the Agency to get medical staff signoff prior to using chemical agents on them in non-spontaneous situations. The Final Judgment was appealed to the 11th Circuit Court of Appeals. The appeal is currently in the briefing stage.

Agency Attorney: The Agency is represented on appeal by the Solicitor General of Florida, Scott D. Makar, Esq., Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-10 Tallahassee Florida 32399-1050.

Plaintiffs' Attorneys: Randall C. Berg, Jr., and Joshua Aaron Glickman of Florida Justice Institute, Miami; George E. Schulz, Jr., Marlysha Myrthil and Leon Fresco of Holland & Knight, Jacksonville; and Cassandra Capobianco, Christopher M. Jones, and Kristen Cooley Lentz, Florida Institutional Legal Services, Gainesville , Florida.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul J. Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Tara Archer, et al. vs. Department Of Corrections, State of Florida, Defendant

Courts with Jurisdiction: United States District Court, Northern District of Florida; United States District Court, Middle District of Florida; and United States District Court, Southern District of Florida

Case Number: 4:09CV97-SMOAK-SHERRILL

Summary of Complaint: This is an action for damages brought by 123 Plaintiffs who are current or former employees of the Department wherein these employees were employed as nurses, classification officers, dental assistants, health support technicians, behavioral health specialists, psychology specialists, and as a chaplain. Each female employee was required, as a regular part of her duties, to provide care and other services to male inmates in close management custody. They allege on the basis of gender that each was adversely affected by the Department's continuing policy and pattern and practice of gender-based discriminatory treatment.

Amount of the Claim: The complaint seeks damages and attorneys fees.

Specific Law(s) Challenged: Title VII and Chapter 760 Florida Statutes. Complaint claims violation of the Eighth Amendment to U.S. Constitution.

Status of the Case: The case is currently in the active discovery phase. The case has been divided geographically into five separate cases, one in the Northern District, three in the Middle District, and one in the Southern District of Florida. Depositions of each of the Plaintiffs are proceeding and should occur over the next several months. The case will probably be set for trial in 2010.

Agency Attorney: The Agency is represented by two groups of attorneys dividing the case geographically, The North Florida team is led by Laura Beth Farragasso, Esq., Henry, Buchanan, Hudson, Suber & Carter, P.A., P.O. Box 14079, Tallahassee, Florida 32317, and the South Florida team is led by James O. Williams, Jr., Esq., Williams, Leininger & Cosby, P.A.1555 Palm Beach Lakes Blvd., Suite 301, West Palm Beach, Florida 33401.

Plaintiffs' Attorneys: The Plaintiffs are represented by John C. Davis, Esquire, Law Office of John C. Davis, 623 Broad Street Tallahassee, Florida 32303 and by C. Wes Pittman, Esquire, Pittman & Perry, 432 McKenzie Avenue, Panama City, Florida 32401

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul J. Martin, Attorney Supervisor Phone: (850) 410-4410

Names of the Parties: Melanie Beckford, Susan Black, Tita De La Cruz, Charlene Fontneau, Linda Jones, Paula Lacroix, Joyce Meyer, Sushma Parekh, Donna Pixley, Vesna Poirier, Michelle Pollock, Lourdes Silvagnoli, Janet Smith, and Lee Wascher, Plaintiff's, vs. Department Of Corrections, State of Florida, Defendant

Court with Jurisdiction: United States District Court, Southern District of Florida

Case Number: 09-11540-G, Lower Case No. 06-14324-CIV-MARTINEZ-LYNCH

Summary of Complaint: This is an action for damages brought by the Plaintiffs who are former employees of the Department which hired these employees as nurses, a classification officer, and a physician. Each female employee was required, as a regular part of her duties, to provide care and other services to male inmates in close management custody. They allege on the basis of gender that each was adversely affected by the Department's continuing policy and pattern and practice of gender-based discriminatory treatment.

Amount of the Claim: The complaint seeks damages and attorneys fees.

Specific Law(s) Challenged: Title VII and Chapter 760 Florida Statutes. Complaint claims violation of the Eighth Amendment to U.S. Constitution.

Status of the Case: Jury Trial was held. The jury awarded each Plaintiff damages in the amount of \$45,000.00 to each plaintiff. The Court entered judgment for each of the Plaintiffs against the Defendant in the amount of \$45,000.00 with interest accruing on the judgment pursuant to 28 U.S.C. § 1961. The Department filed a Motion for New Trial. That motion is under consideration. The Plaintiffs' attorneys filed a Motion for Attorney Fees. That Motion was considered and remanded by the Court with directions that the Plaintiff resubmit a more accurate assessment. An appeal of the final judgment has been taken to the 11th Circuit Court of Appeals in Atlanta, Georgia. The appeal is still in the briefing stage and oral argument should take place later this year or in 2010.

Agency Attorneys: The Agency is represented by Carrie S. Leininger, Esq., and Dawn M. McMahon, Esq., Williams, Leininger & Cosby, P.A. 1555 Palm Beach Lakes Blvd., Suite 301, West Palm Beach, Florida 33401.

Plaintiffs' Attorneys: The Plaintiffs are represented by John C. Davis, Esquire, Law Office of John C. Davis, 623 Broad Street Tallahassee, Florida 32303 and by C. Wes Pittman, Esquire, Pittman & Perry, 432 McKenzie Avenue, Panama City, Florida 32401

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Ross Jay Lawson, Plaintiff v. James McDonough Secretary of Department of Corrections and Department of Corrections

Court with Jurisdiction: United States District Court, Northern District of Florida

Case Number: CASE NO.: 4:04CV105-MP/AK-

Summary of Complaint: This is an action for a declaratory judgment alleging a violation of civil rights related to the provision of a religious diet, particularly Kosher.

Amount of the Claim: Plaintiff seeks compensatory damages and punitive damages, and injunctive relief directing the Department to provide prepackaged Kosher diet meals.

Specific Law(s) Challenged: Florida Religious Restoration Act of 1998.

Status of the Case: On May 16, 2008, the District Judge adopted the report and recommendation of the Magistrate Judge dismissing the complaint except as to the claim for a denial of kosher meals and except as to the finding that the Plaintiff's claim for denial of a sukkah and for observing the holiday of Sukkot was not fully exhausted. The matter was referred back to the magistrate judge. The plaintiffs counsel has withdrawn and the plaintiff is now pro-se. There is a possibility that four (4) other pending cases involving similar issues may be consolidated with this case after judicial review. Should the relief be granted, the cost to meet the dietary requirements would be devastating to the Department's food budget. For example, with regard to the Halal diet, the potential financial impact to feed approximately 3560 inmates would be \$10,727,955 related to initial equipment and construction costs and approximately \$2,277,690 in additional recurring (yearly) food costs. This population is expected to increase. Consequently additional costs would be prohibitive for the Department to implement and maintain. For the Jewish inmates, for the inmates that are Seventh Day Adventist and for other inmates requiring Kosher diets it would require \$5475 Dollars per inmate per year. This would cost approximately \$38,982,000.00 per year. The case is set for trial in December, 2009.

Agency Attorney: The Agency is represented by Caryl Kilinski and Joe Belitzky, Office of the Attorney General, Dept. of Legal Affairs, The Capitol, PL-10, Tallahassee Florida 32399-1050.

Plaintiffs' Attorneys: The Plaintiff's attorney has been allowed to withdraw pursuant to court order entered on July 30, 2008.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Daniel Fetzer v. James McDonough and David Ellis

Court with Jurisdiction: United States District Court, Northern District of Florida.

Case Number: 4:07CV464/ES/WCS

Summary of Complaint: Plaintiff states he is Jewish, alleges that the department's elimination of the Jewish Dietary Accommodation (JDA) program along with the Department's failure to provide him with Kosher meals violates his First Amendment Rights and the due process and equal protection clauses of the U.S. Constitution.

Amount of the Claim: Plaintiff seeks ten million dollars in damages and the reinstatement of the JDA program.

Specific Law(s) Challenged: First Amendment, Due Process Clause and Equal Protection Clause of the U.S. Constitution.

Status of the Case: The lawsuit is before the United States District Court in and for the Northern District of Florida. The magistrate judge issued a Report and Recommendation recommending that the Defendant's Motion for Summary Judgment be granted. The Plaintiff has filed objections to the Magistrate's Report and Recommendation. The case is currently pending before the district judge who will make a final decision.

Agency Attorney: The Agency is represented by Lance Neff, Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-10, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Akeem Muhammad v. James Crosby

Court with Jurisdiction: United States District Court, Northern District of Florida

Case Number: 4:05CV193/WS/WCS

Summary of Complaint: The plaintiff states he is an Orthodox Muslim. Of the three (3) counts that remain in the Fourth Amended Complaint, plaintiff contends that the Department's failure to provide him with a Halal diet violates the federal Religious Land Use and Institutionalized Persons Act (RLUIPA) and the free exercise clause of the First Amendment. He further alleges that the Department's failure to remove gold crowns from his teeth at his expense violates RLUIPA.

Amount of the Claim: The RLUIPA Halal diet claim against Secretary McNeil is for declaratory relief, injunctive relief, and nominal damages. The First Amendment Halal diet claim against Secretary McNeil is for declaratory and injunctive relief only. The official capacity RLUIPA gold crowns claim against Secretary McNeil is for declaratory and injunctive relief only.

Specific Law(s) Challenged: Religious Land Use and Institutionalized Persons Act (RLUIPA) and the First Amendment to the United States Constitution

Status of the Case: The Department filed a second summary judgment motion and supplemental motion for summary judgment. On July 6, 2009, district court has issued a judgment in favor of the Defendants.

Agency Attorney: The Agency is represented by Caryl Kilinski, Office of the Attorney General, Dept of Legal Affairs. The Capitol, PL-10, Tallahassee Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Cedric Jefferson v. Chaplain Naiman, Chaplain Medaris; Warden F. Mock; Assistant Warden Jim Witt; Chaplaincy Services Administrator Alex Taylor

Court with Jurisdiction: United States District Court, Northern District of Florida.

Case Number: 1:05CV127-MP/WCS

Summary of Complaint: The central claim of Plaintiff, who states he is a Hebrew Israelite prisoner, is that the Defendants failed to provide him with leaven-free vegetarian meals during religious holidays (Passover, the Feast of Unleavened Bread, and the observation of the High Holy Days) as required by his religious beliefs. Plaintiff also alleges that other similarly situated inmates had their religious beliefs accommodated by food services during the same holiday, such as the Jewish inmates' Passover meal.

Amount of the Claim: Plaintiff sought damages and injunctive relief; however, summary judgment was granted in favor of defendants on the issue of monetary damages.

Specific Law(s) Challenged: First Amendment and Equal Protection Clause of the U.S. Constitution.

Status of the Case: The lawsuit is before the United States District Court in and for the Northern District of Florida. The Defendants filed a Motion for Summary Judgment, which was granted in part, specifically as to all claims for monetary relief. Subsequent to the entry of the Partial Summary Judgment the case was remanded for further proceedings. Defendants filed a Memorandum of Law in support of dismissal of the remaining claims as moot. On or about June 29, 2009, the district court has issued an order dismissing the case for lack of jurisdiction. No appeal has been filed in the case.

Agency Attorney: The Agency is represented by Joy Stubbs, Office of the Attorney General, Dept of Legal Affairs. The Capitol PL-10 Tallahassee Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Akeem Muhammad v. George Sapp, D.A. Colon, R.J. Poccia, Wendell Whitehurst, James Upchurch, Secretary DOC, Randall Bryant, Walter McNeil

Court with Jurisdiction: United States District Court, Middle District of Florida

Case Number: 2:07-CV-00740-UA-DNF

Summary of Complaint: In his second amended complaint, plaintiff, who states he is a practicing Orthodox Sunni Muslim, claims that the Department's shaving policy and forced shave policy violates the Religious Land Use and Institutionalized Persons Act (RLUIPA). Plaintiff also claims that the defendant's application of the forced shave policy constitutes cruel and unusual punishment. This claim stems from the allegedly unprovoked use of chemical agents on plaintiff and imposition of alleged disciplinary sanctions against him for prior refusals to shave. Additionally, plaintiff claims that the defendants' failure to accommodate him in his religious practices, including dietary requirements, during Ramadan is in violation of RLUIPA and the First Amendment of the U.S. Constitution.

Amount of the Claim: Plaintiff claims an unspecified amount of nominal, punitive and compensatory damages. Plaintiff also claims declaratory and injunctive relief.

Specific Law(s) Challenged: Religious Land Use and Institutionalized Persons Act (RLUIPA); First Amendment and Eighth Amendment (Cruel and Unusual Punishment Clause) of the U.S. Constitution.

Status of the Case: The lawsuit is before the United States District Court in and for the Middle District of Florida. Plaintiff has sought leave to file an amended complaint and Defendants have filed a response to Plaintiff's motion for leave to amend the complaint. This matter is still pending before the court.

Agency Attorney: The Agency is represented by Yvette Acosta-Macmillan, Office of the Attorney General, Suite 501, E. Kennedy Blvd, Tampa, Florida 33602.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Freddie Alan Henderson v. Officer Bettus; Officer Langenbrunner

Court with Jurisdiction: United States District Court, Middle District of Florida

Case Number: 2:07-CV-97-FTM-34DNF/2:09cv00149-UA-DNF

Summary of Complaint: Plaintiff, who states that he is an observant Muslim, claims that defendants refused to give to him his dietary restricted bag lunch on October 11, 2006, so that he could break his Ramadan fast and pray at the appropriate time and that defendant Bettus denied him access into his cell on October 9, 2006, to pray at the appropriate time during Ramadan. Plaintiff also alleges that Defendant Langenbrunner refused to accept his outgoing legal mail in retaliation for plaintiff filing an earlier grievance against Langenbrunner, which was approved.

Amount of the Claim: Plaintiff seeks a declaratory judgment that his constitutional rights were violated, nominal damages in the amount of \$1.00 against each defendant and punitive damages.

**Specific Law(s)
Challenged:** First Amendment Free Exercise of Religion clause and First Amendment free speech/retaliation clause of the U.S. Constitution.

Status of the Case: The lawsuit is before the United States District Court in and for the Middle District of Florida. The District Court has severed the case and the individual defendants are being tried separately. Both defendants have filed summary judgment motions that are currently pending in court.

Agency Attorney: Defendant Bettus is represented by Yvette Acosta-Macmillan, Office of the Attorney General, Suite 501, E Kennedy Blvd, Tampa, Florida 33602. Defendant Langenbrunner is represented by Stefanie Dullard of Vernis & Bowling, P.A., 2369 West First Street, Fort Myers, Florida 33309.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Joy Perry, doing business as Freedom Through Christ Prison Ministry and Prison Pen Pals and Writeaprisoner.com, Inc. v. Milton Hicks, Warden, Union Correctional Institution; Randall Bryant, Warden, Florida State Prison; Brian Riedl, Warden, Lowell Correctional Institution; and Walter A. McNeil, Secretary, Florida Department of Corrections

Court with Jurisdiction: United States District Court of Florida, Middle District

Case Number: 3:09cv-403-J-34

Summary of Complaint: Plaintiff is the director of a prison ministry group challenging the Department's pen-pal rule alleging that the rule violates the right to communicate.

Amount of the Claim: The complaint seeks a declaratory judgment and injunctive relief.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of the Religious Land Use and Institutionalized Persons Act (RLUIPA), and the First and Fourteenth Amendments to the US Constitution.

Status of the Case: Defendants' Motion to Dismiss is currently pending before the court. The parties are engaging in discovery.

Agency Attorney: The Defendants are currently being represented by Joe Belitzky and Lance Neff of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is represented by Randall C. Berg, Jr. and Joshua Glickman, Florida Justice Institute, Inc., 4320 Bank of America Tower, 100 S.E. Second Street, Suite 4320, Miami, Florida 33131.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Daniel R. Lonergan v. Don Davis, Warden, Columbia Correctional Institution

Court with Jurisdiction: Third Judicial Circuit Court, Columbia County, Florida

Case Number: 09-283-CA

Summary of Complaint: Plaintiff alleges that Columbia Correctional Institution is not in compliance with Department of Health rules in Chapter 64E-26 governing health and sanitation conditions in state and local detention facilities and seeking an injunction to compel compliance. Plaintiff also claims that Columbia Correctional Institution is not in compliance with Section 944.023 as to capacity limitations, there are not enough toilets or showers to accommodate all the inmates needs, and that the spacing of the bunks is less distance than required by Department of Health rules.

Amount of the Claim: The complaint seeks declaratory and injunctive relief.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of Section 944.023, Florida Statutes.

Status of the Case: Defendants' Motion to Dismiss is currently pending before the court.

Agency Attorney: The Defendant is currently being represented by Susan Maher and Caryl Kilinski of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Town of Century v. State of Florida, Department of Corrections

Court with Jurisdiction: First Judicial Circuit Court, Escambia County, Florida

Case Number: 2009-CA-000726

Summary of Complaint: Plaintiff, Town of Century, a Florida Municipal Corporation, filed a complaint stating that under a written contract between the parties that charges for water and waste water utility services provided by the town were based upon monthly volume of potable water consumed or utilized with a minimum charge of \$24,400.00 monthly which covered up to the first six million gallons each month. The agreement further provided that the Department was to pay an additional sum up to \$3.40 for each additional thousand gallons (excess use charges). Plaintiff claims that the Department failed to pay the excess charges until recently and still owes \$284,444.68 with interest of \$3,982.76 as of February 27, 2009 which continues to accrue at the rate of \$63.37 a day.

Amount of the Claim: The complaint seeks compensatory damages.

Specific Law(s) Challenged: No state law is specifically challenged.

Status of the Case: Defendant has filed a Motion to Abate and Transfer for Improper Venue, Motion to Dismiss Plaintiff's Complaint for Failure to State a Cause of Action and Failure to Comply with Fla R. Civ. P. 1.130, and Motion for More Definite Statement and these motions are currently pending in court.

Agency Attorney: The Agency is currently being represented by Jon Whitney of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is represented by Matt E. Dannheisser, Esq., 504 North Baylen Street, Pensacola, Florida 32501.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Louis Christie, Della Christie, William J. Sheppard, and Florida Justice Institute, Inc. v. Florida Department of Corrections

Court with Jurisdiction: Florida Division of Administrative Hearings

Case Number: 09-2312-RP

Summary of Complaint: Plaintiffs/Petitioners challenges proposed Rule 33-401.701. The purpose of the proposed rule is to provide one location for all provisions related to maintenance of and access to inmate medical and substance abuse clinical files.

Amount of the Claim: Plaintiffs seek to have proposed Rule 33-401.701, determined invalid.

Specific Law(s) Challenged: No state law is specifically challenged.

Status of the Case: Plaintiffs filed a Motion for Summary Final Order on or about August 28, 2009, which was subsequently denied on or about September 14, 2009. A final hearing on the rule challenge was held on September 17-18, 2009 and the parties have thirty days from October 5, 2009 to file proposed Final Orders with the Administrative Law Judge.

Agency Attorney: The Agency is currently being represented by Timothy Dennis and Lee Ann Gustafson of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Petitioners are represented by R. Terry Rigsby, Carlton Fields, P.O. Drawer 190, Tallahassee, Florida 32302, and Randall C. Berg and Joshua A. Glickman, Florida Justice Institute, Inc., 4320 Bank of America Tower, 100 S.E. Second Street, Miami, Florida 33131.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: City of Miami v. Trustees of the Internal Improvement Trust Fund of Florida, State of Florida, Department of Transportation, State of Florida, Department of Corrections, and Florida Department of Highway Safety and Motor Vehicles

Court with Jurisdiction: Second Judicial Circuit Court, Leon County, Florida

Case Number: 09-51874-CA-08, case number to be modified when case is transferred to Leon County.

Summary of Complaint: Plaintiff alleges that Defendants have created a public nuisance. The Plaintiff claims that Defendants have allowed individuals to take up permanent residence under the Julia Tuttle Causeway without basic necessities of life and the sexual offenders/predators who reside there are violating the city ordinance.

Amount of the Claim: The complaint seeks injunctive relief.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of Section 37-7 (c)(1), Miami Code.

Status of the Case: Defendants filed a Motion to Transfer on Improper Venue and Motion to Dismiss for Failure to State a Cause of Action. Following a hearing held on August 13, 2009 regarding the Motion to Transfer and Plaintiff's Motion for Emergency Status Conference, the court entered an order denying a change in venue to Leon County. The Defendants filed a notice of appeal in the Third District Court of Appeal, appealing the order denying change of venue. The 3rd District Court of Appeals reversed the trial court and instructed that the case be transferred to the 2nd Judicial Circuit in and for Leon County, Florida as the proper venue. To date, the case has not yet been transferred to Leon County.

Agency Attorney: The Agency is currently being represented by Jon Glogau of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050. Department of Transportation is represented by Adam Brand, 605 Suwanee Street, MS-58, Tallahassee, Florida 32399-0458. Florida Department of Highway Safety and Motor Vehicles is represented by Robin F. Lotane, 2900 Apalachee Parkway #A-432, Tallahassee, Florida 32399.

Plaintiffs' Attorneys: Plaintiff is represented by Julie O. Bru, Warren Bittner, Henry J. Hunnefeld, and John A. Greco, Miami Riverside Center, Suite 945, 444 SW 2nd Avenue, Miami, Florida 33130. Counsel for Miami-Dade County is Thomas W. Logue, 111 NW 1st Street, Suite 2810, Miami, Florida 33128.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Dwight Thomas Eaglin v. David Pridgen, Randall Bryant, and James McDonough

Court with Jurisdiction: United States District Court, Middle District of Florida, Jacksonville Division

Case Number: 3:08cv880-J-25HTS

Summary of Complaint: Plaintiff claims that his continued placement on maximum management and the heightened security associated with said status violated his due process rights.

Amount of the Claim: The complaint seeks injunctive relief and compensatory and nominal damages.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of the Eighth and Fourteenth Amendments to the US Constitution.

Status of the Case: Defendant's Motion to Dismiss the Amended Complaint was denied by the court on or about September 30, 2009 and Defendant was ordered by the court to file an answer to the complaint within 60 days from the date of the order.

Agency Attorney: The Agency is currently being represented by Caryl Kilinski of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is represented by Daniel K. Bean and Marlysha Myrthil, Holland & Knight LLP, 50 North Laura Street, Suite 3900, Jacksonville, Florida 32202.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Glen Floyd v. Walter A. McNeil, Secretary, Florida Department of Corrections; Randall Bryant, Warden, Florida State Prison; Marvin Davis, Food Service Director

Court with Jurisdiction: United States District Court, Middle District of Florida, Jacksonville Division

Case Number: 3:09cv447-J-32-JRK

Summary of Complaint: Plaintiff claims that the vegan meal served by the Agency's Institutional Support Services is not sufficient to satisfy his religious beliefs as a Muslim.

Amount of the Claim: The complaint seeks injunctive relief and nominal damages.

**Specific Law(s)
Challenged:** No state law is specifically challenged. The complaint claims a violation of the First Amendment to the US Constitution.

Status of the Case: No responsive pleadings have been filed to date. A response to the Complaint is due November 15, 2009.

Agency Attorney: The Agency is currently being represented by Lance Neff of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
October 6, 2009

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Robert C. Wells v. James Scott Thayer, in his official capacity as Medical Executive Director of Health Services, Region Two of the Florida Department of Corrections; Sandeep R. Rahangdale, in his official capacity as Deputy Secretary of Health Services of the Florida Department of Corrections; and Walter A. McNeil, in his official capacity as Secretary of the Florida Department of Corrections

Court with Jurisdiction: United States District Court, Middle District of Florida, Jacksonville Division

Case Number: 3:09-cv-00889-TJC-MCR

Summary of Complaint: Plaintiff alleges that he was inappropriately treated for Hepatitis C.

Amount of the Claim: The complaint seeks injunctive relief.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of the Eighth Amendment of the US Constitution.

Status of the Case: Plaintiff filed a Motion for Preliminary Injunctive Relief along with the complaint. The court ordered the Defendants to respond to the motion. On September 23, 2009, the court denied the Plaintiff's Motion for Preliminary Injunctive Relief. A pleading responsive to the Complaint is due by the end of October, 2009.

Agency Attorney: The Agency is currently being represented by Caryl Kilinski and Mark Hiers of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is represented by Randall C. Berg, Jr. and Joshua Glickman, Florida Justice Institute, Inc., 4320 Bank of America Tower, 100 S.E. 2nd Street, Suite 4320, Miami, Florida 33131 and Shawn A. Heller, 200 S. Biscayne Blvd., Suite 2500, Miami, Florida 33131-5340.

Department of Corrections 70
 Chief of Staff 20
 Support Services 20
 Field Support Services 11
 Mail & Copy Center 11-01
 Safety & Environmental Health 11-03

FIELD SUPPORT SERVICES - CENTRAL OFFICE

Submitted 7-18-07
 Verified By: Christie Green
 Effective Date 7-27-07

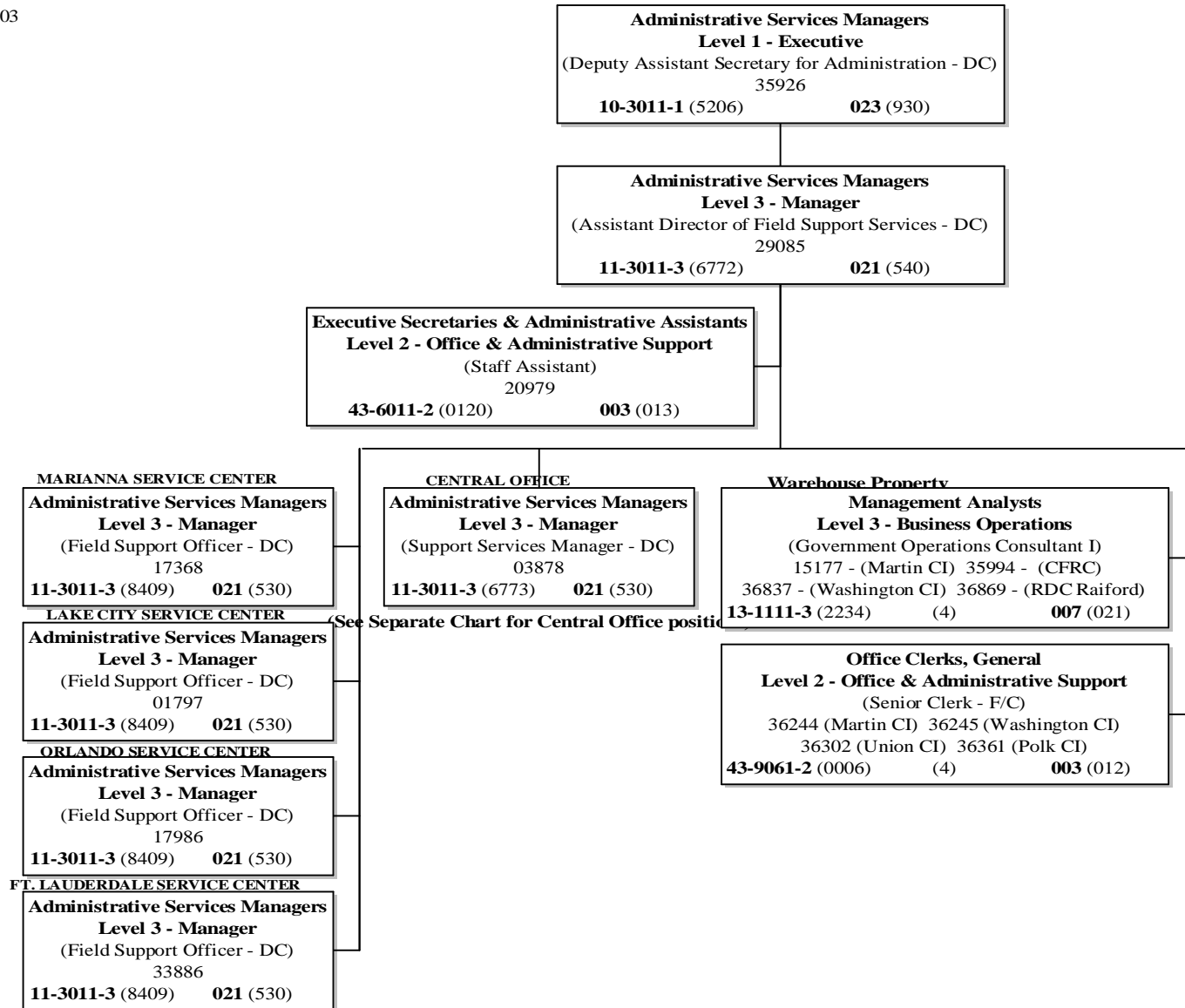
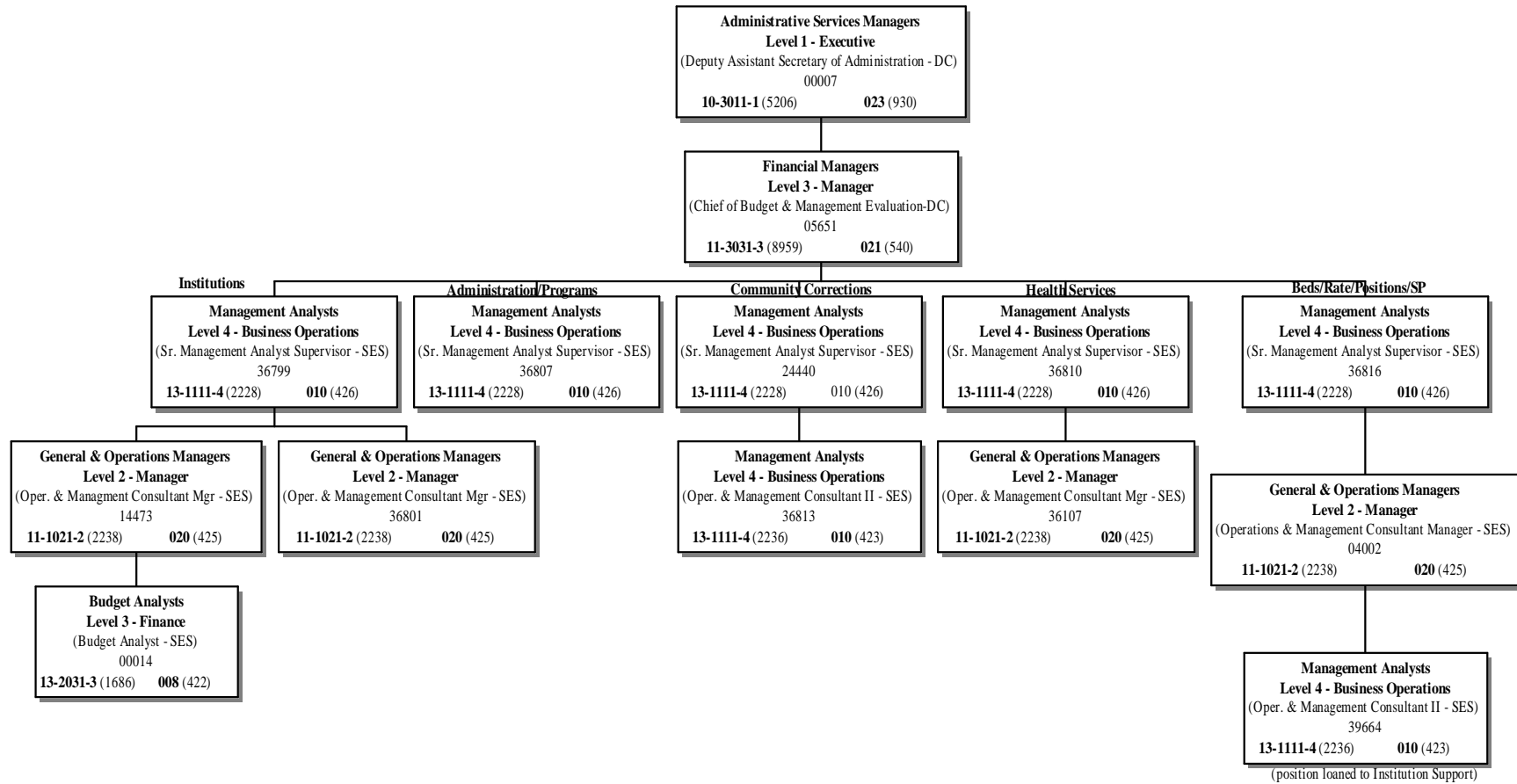


Chart separated to separate field positions from Central Office positions effective 6-1-07

Budget & Management Evaluation Central Office

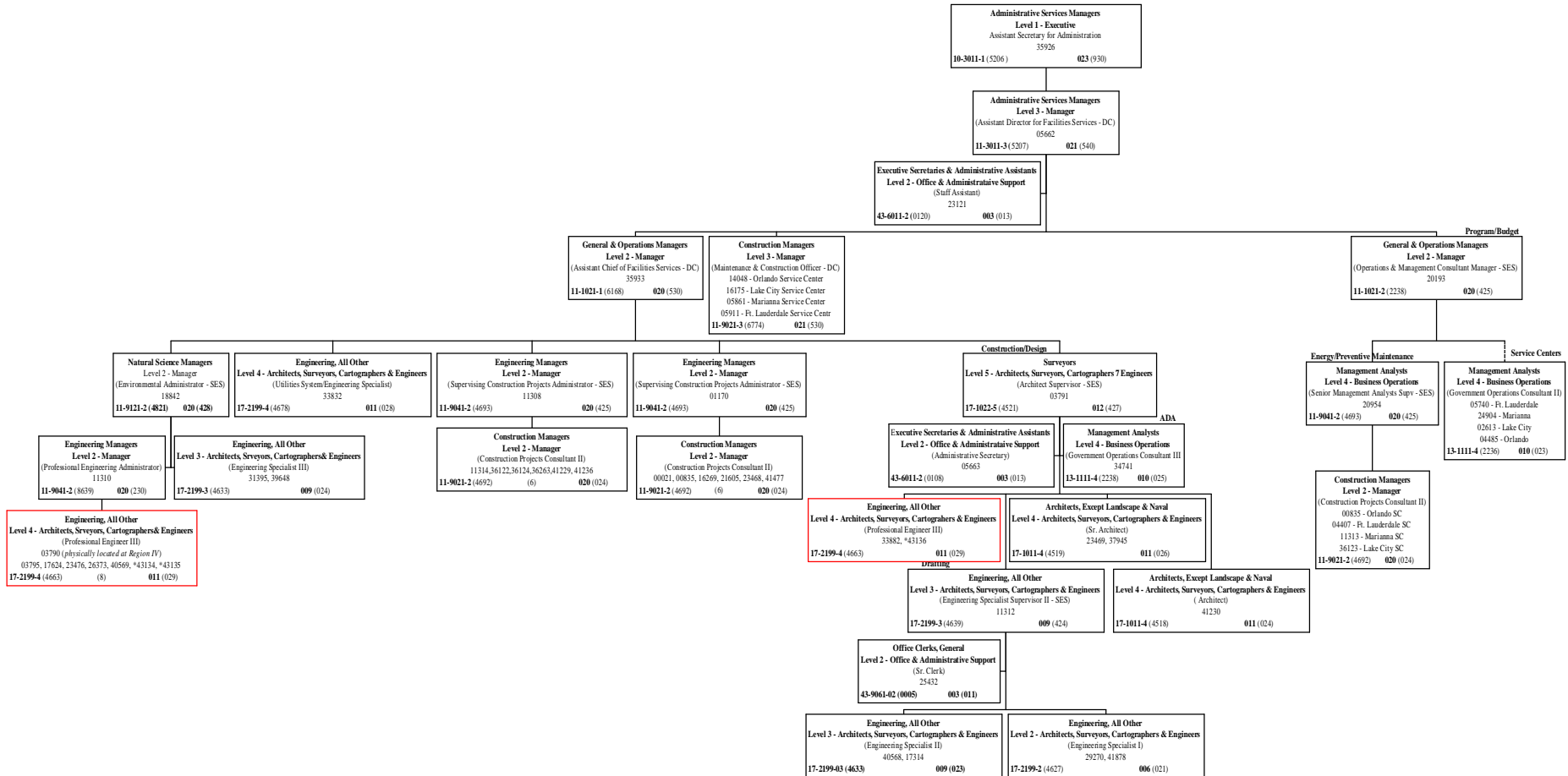


Deleted positions 05952 - Management Analyst I and position 36817 - Operations & Management Consultant II - SES effective 7-1-08

DEPARTMENT OF CORRECTIONS 70
 ASSISTANT SECRETARY FOR ADMINISTRATION 70
 SUPPORT SERVICES 20
 BUREAU OF FACILITIES SERVICES 20
 AMERICANS WITH DISABILITIES ACT (ADA) 12-01
 12-01

CENTRAL OFFICE
 FACILITIES SERVICES

SUBMITTED: 8-20-09
 VERIFIED BY: Chisic Green
 EFFECTIVE 8-21-09

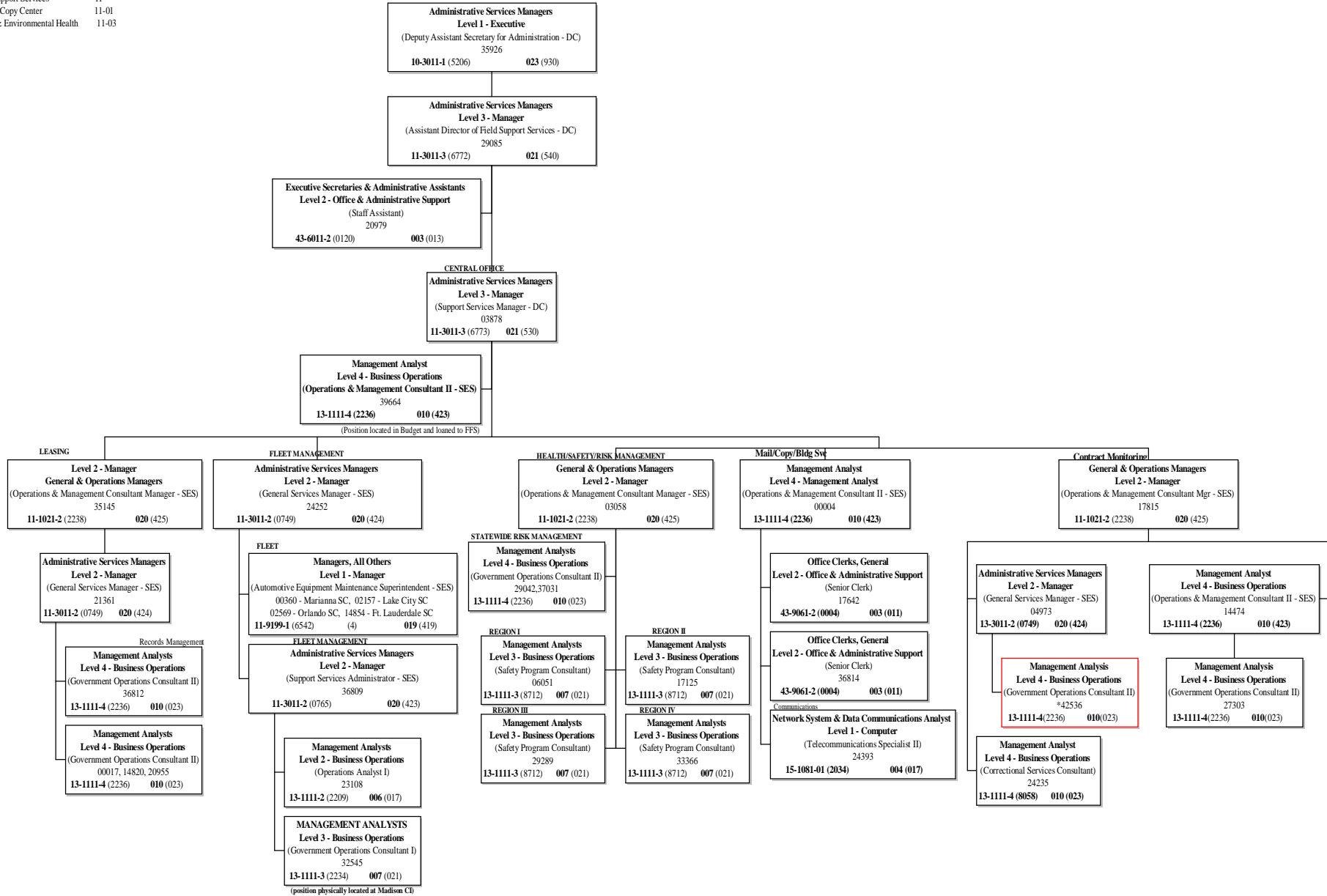


Established 3 Professional Engineer III positions 43134, 43135, 43136 effective 8-21-09

Department of Corrections 70
 Chief of Staff 20
 Support Services 20
 Field Support Services 11
 Mail & Copy Center 11-01
 Safety & Environmental Health 11-03

FIELD SUPPORT SERVICES - CENTRAL OFFICE

Submitted 8-17-09
 Verified By: Christie Green
 Effective Date: 7-10-09

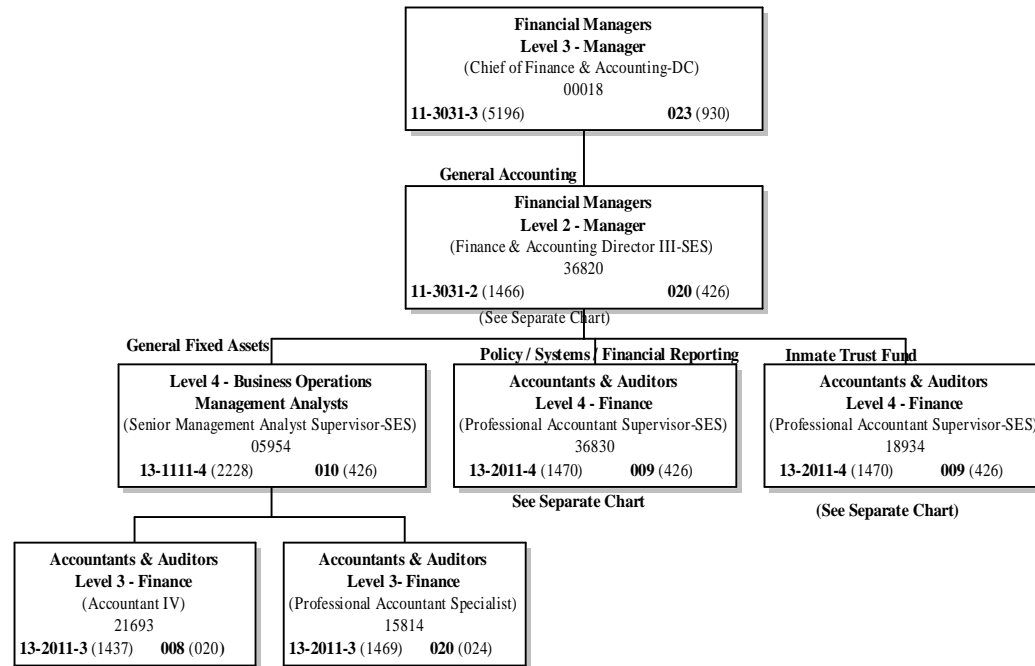


Position 42536 - Government Operations Consultant II - established effective 7-10-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Finance & Accounting 10
 Financial Reporting 03

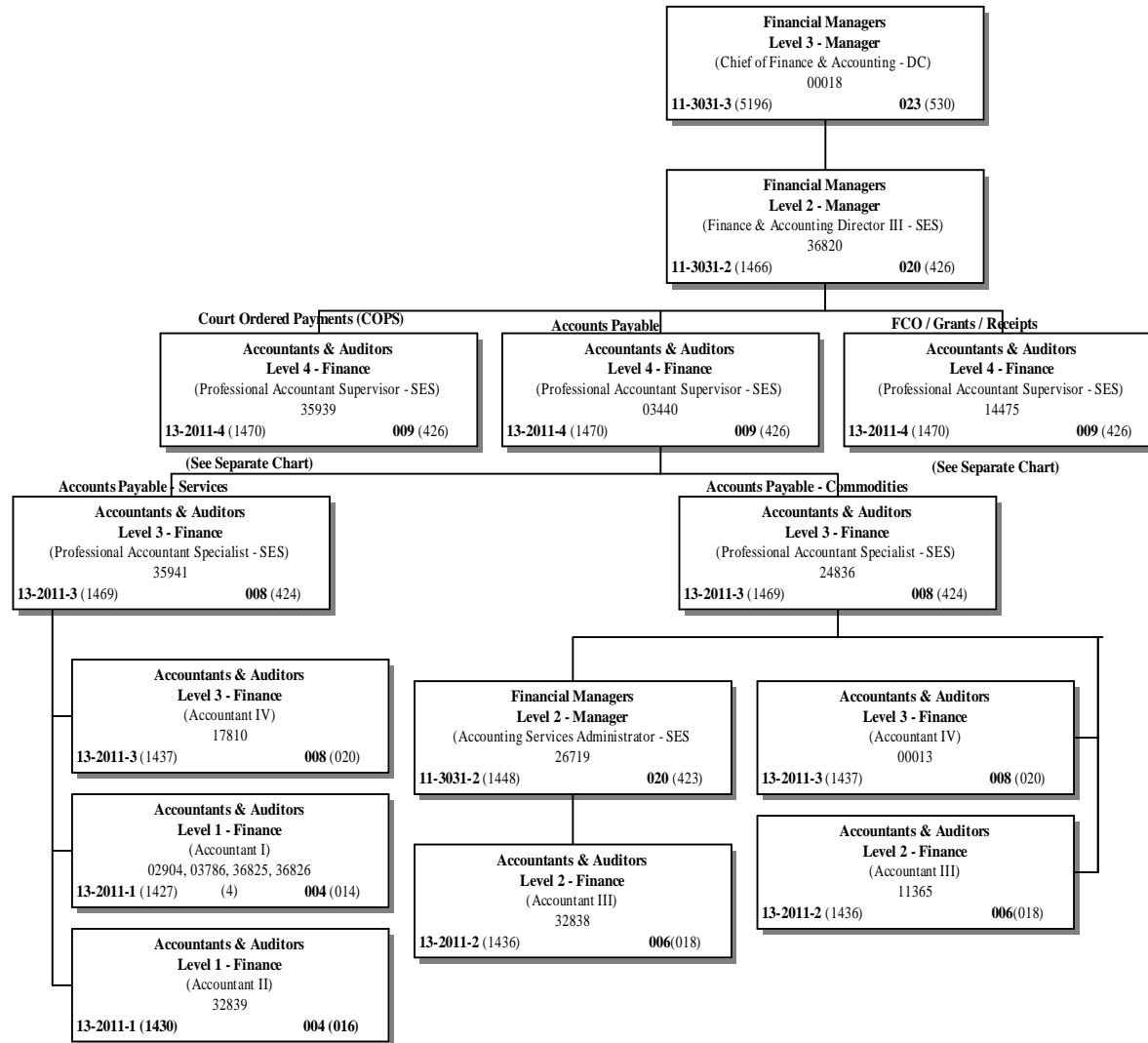
Central Office Finance & Accounting: Property

Submitted: 7-15-08
 Verified by: Christie Green
 Effective Date: 7-1-08



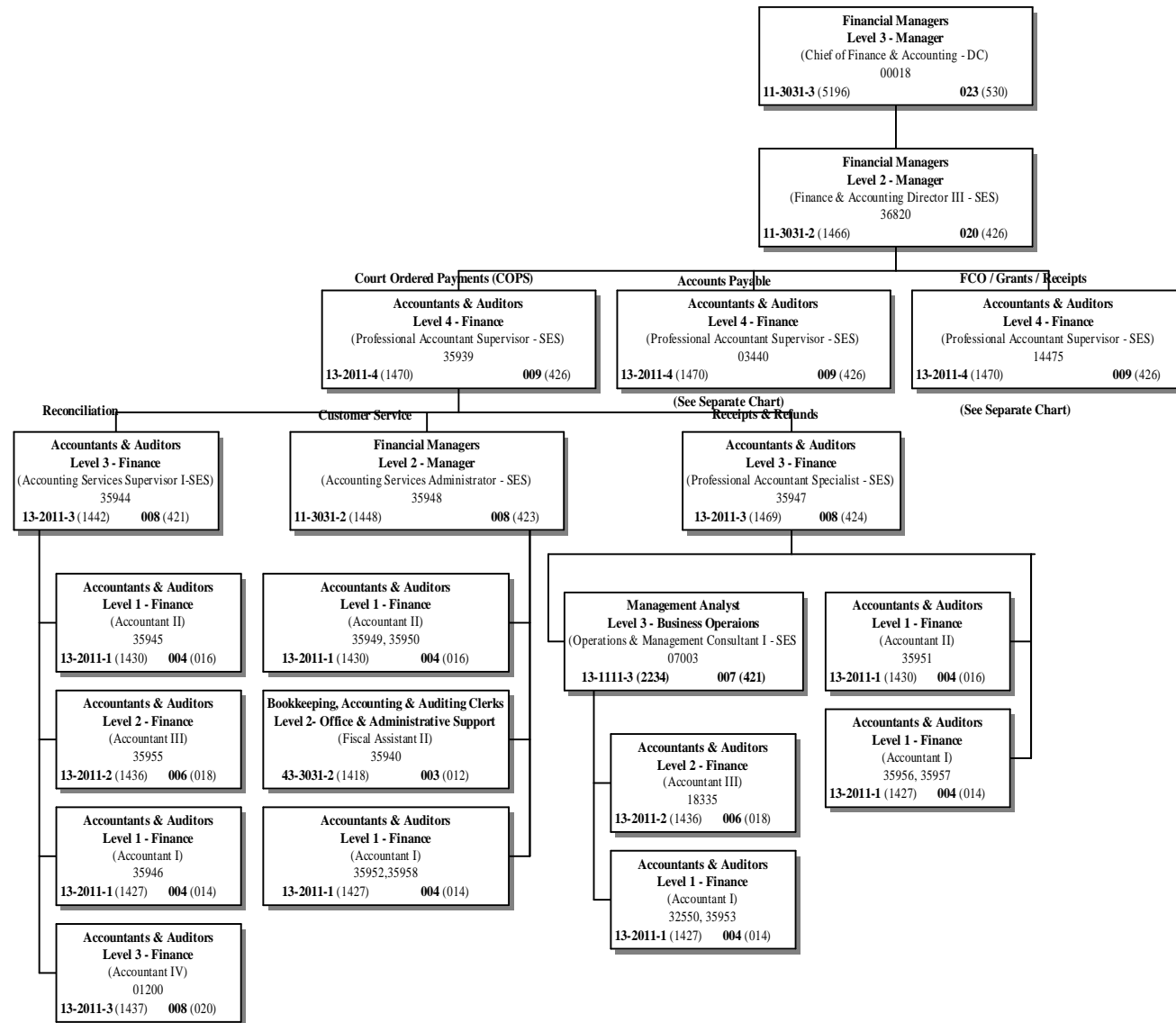
Deleted Accounting Services Administrator position 05167 and Finance & Accounting Director III position 36819 effective 7-1-08

Central Office Finance & Accounting
Accounts Payable / COPS / FCO, Grants, Receipts
Chart 2 of 3 (Accounts Payable)



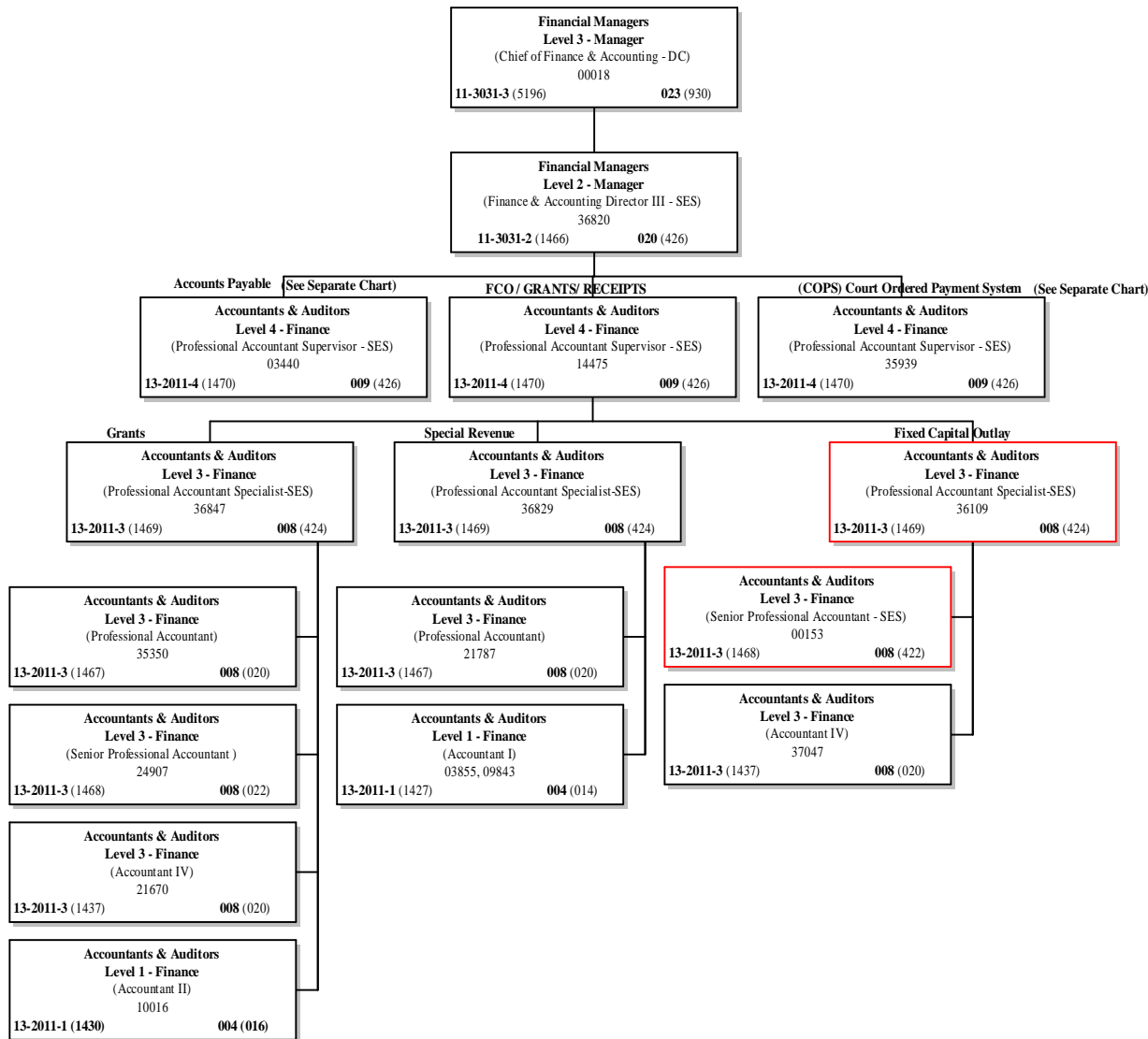
Position 00019 - Senior Professional Accountant deleted effective 7-24-09
 Position 35246 - Accountant I deleted effective 7-24-09

Central Office Finance & Accounting
Accounts Payable / COPS / FCO, Grants, Receipts
Chart 1 of 3 (COPS)



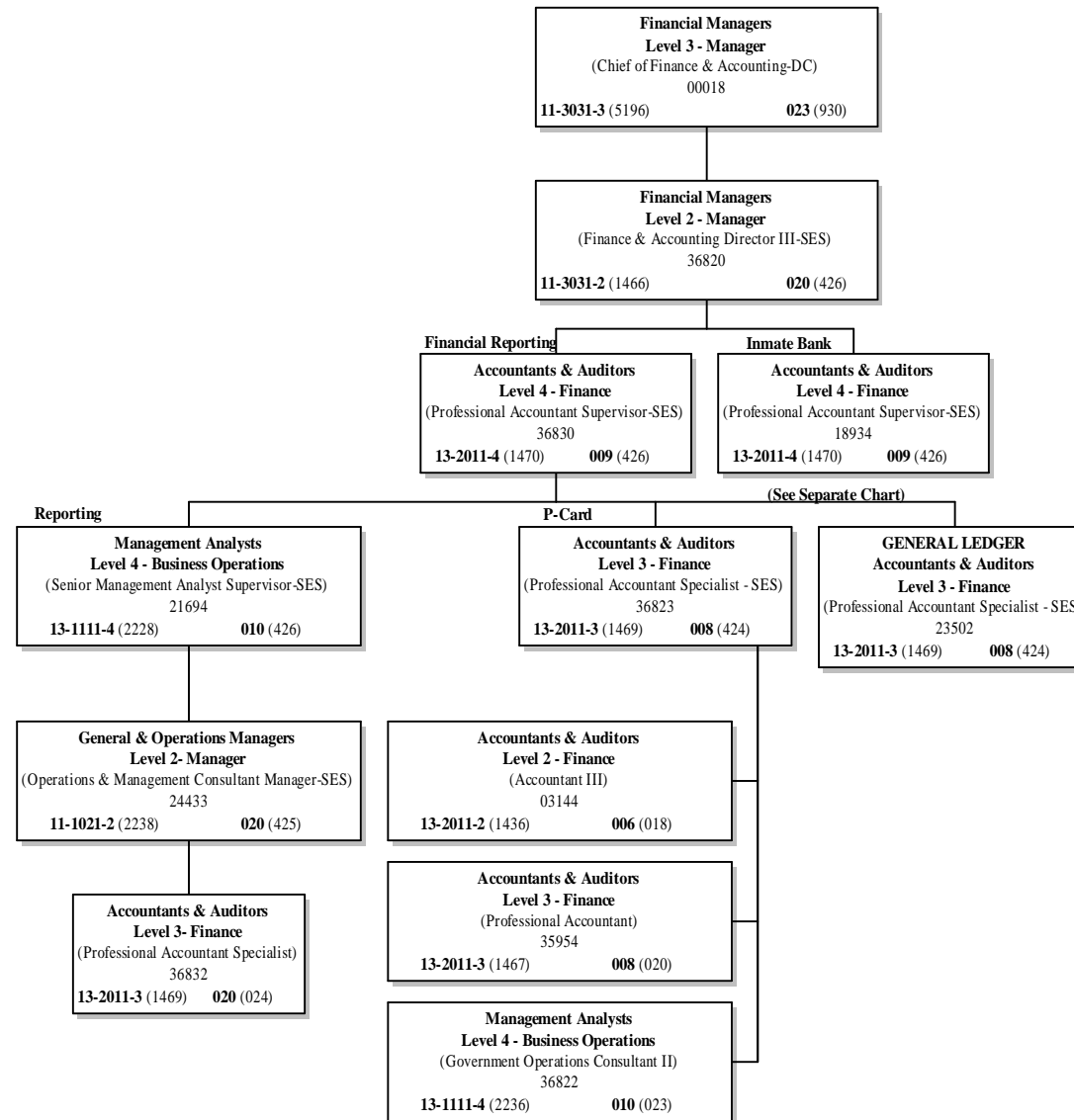
Deleted Fiscal Assistant II positions 35942 and 35953 effective 7-1-08

Central Office/Finance & Accounting:
Accounts Payable / COPS / FCO, Grants, Receipts
 Chart 3 of 3



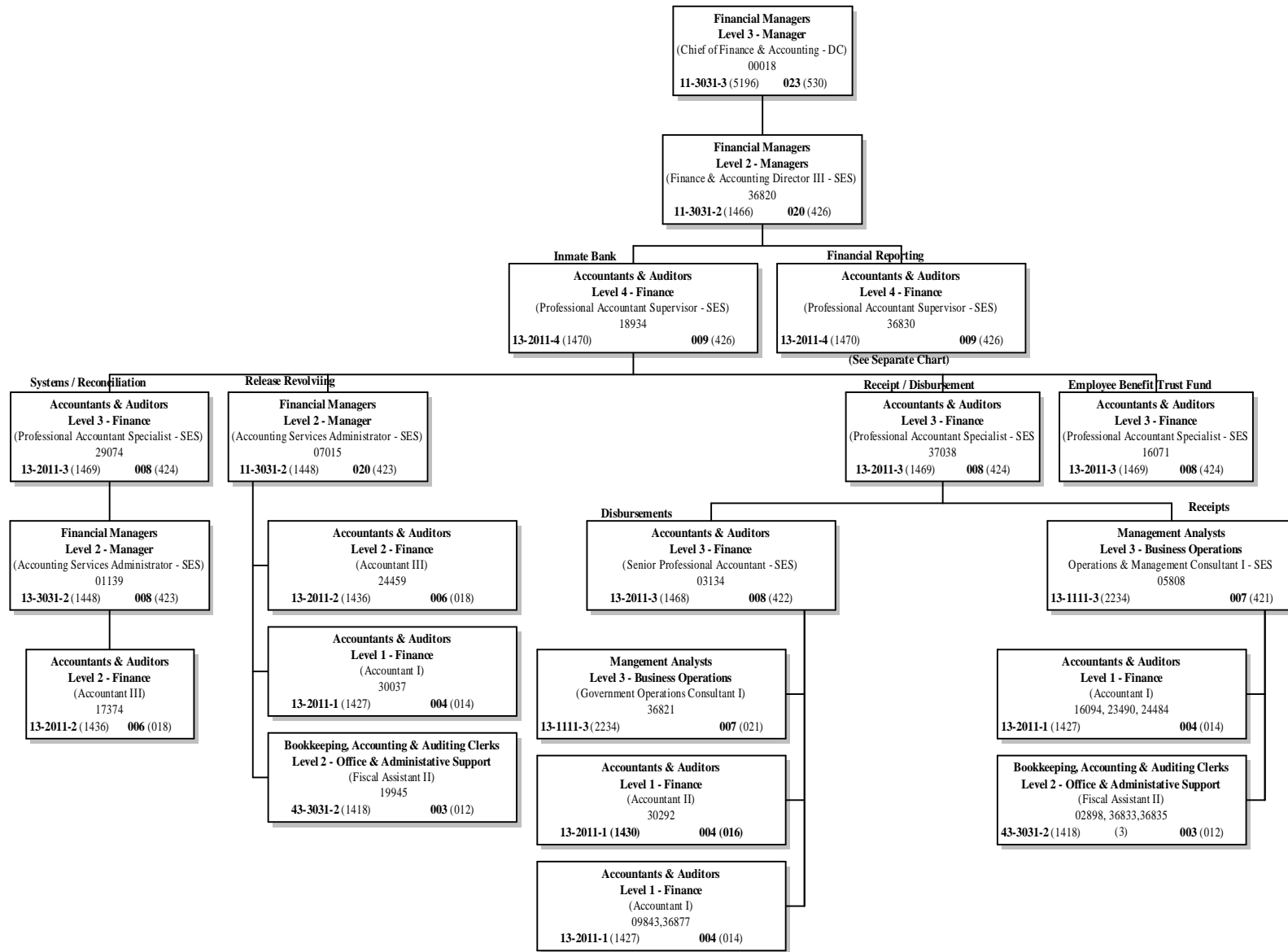
Position 36109 - Reclassified from a Government Operations Consultant III - SES to a Professional Accountant Specialist - SES and transferred from the Office of Administration, effective 4-3-09
 Position 00153 - Supervisor changed from position 14475 to 36847 effective 4-3-09

Central Office Finance & Accounting: Financial Reporting



Position 24340 - OMC Manager - SES deleted effective 7-24-09

**Central Office Finance & Accounting
 Inmate Bank**

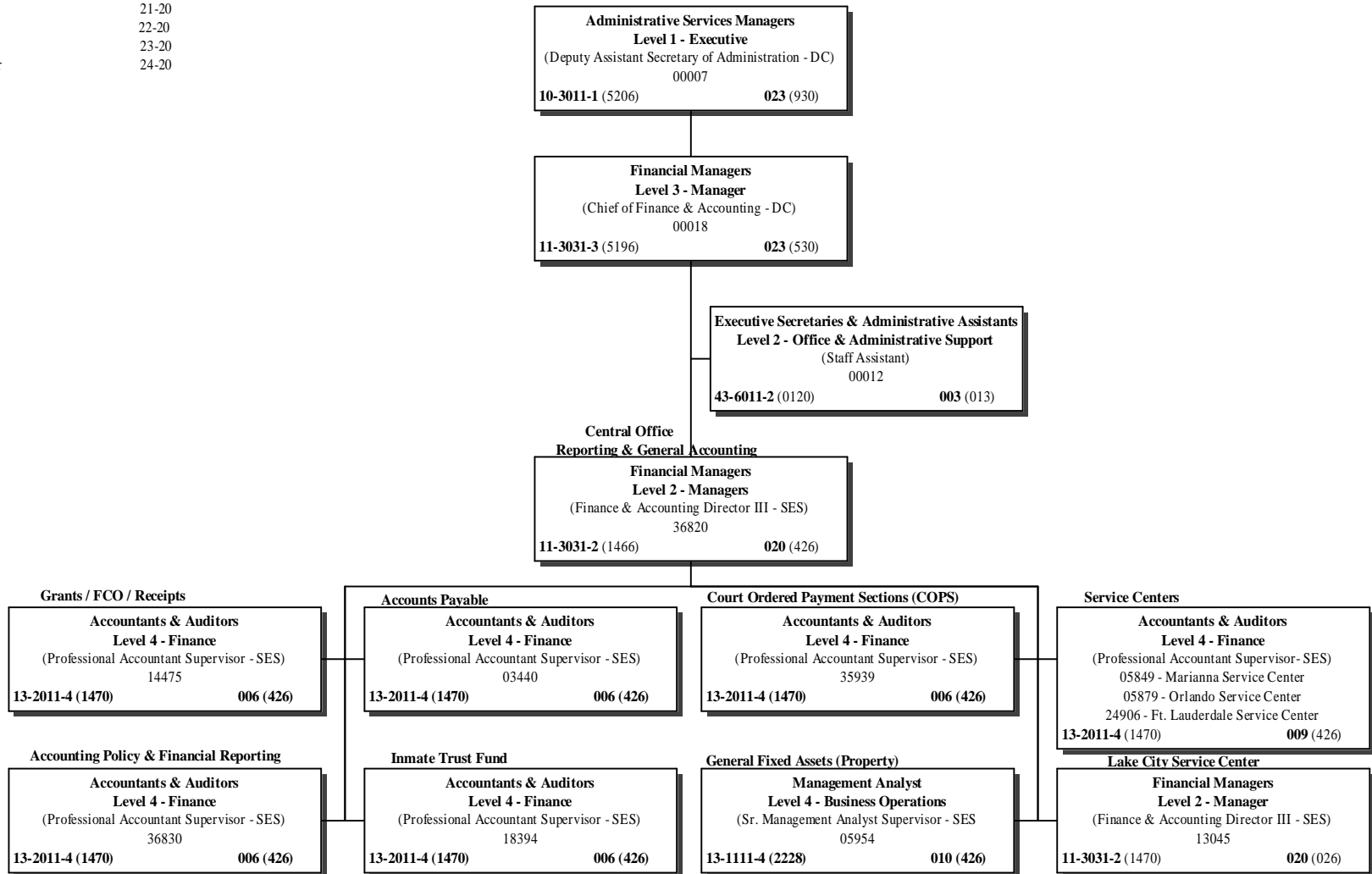


Deleted position 17122 and 29511 - Accountant IV and Finance & Accounting Director III position 36819 effective 7-1-08

Department of Corrections	70
Chief of Staff	20
Administration	10
Finance & Accounting	10
SERVICE CENTER - FINANCIAL SERVICES	
Marianna Service Center	21-20
Lake City Service Center	22-20
Orlando Service Center	23-20
Ft. Lauderdale Service Center	24-20

Bureau of Finance & Accounting: CENTRAL OFFICE OVERVIEW

Submitted: 7-15-08
 Verified by: Christie Green
 Effective Date: 7-1-08

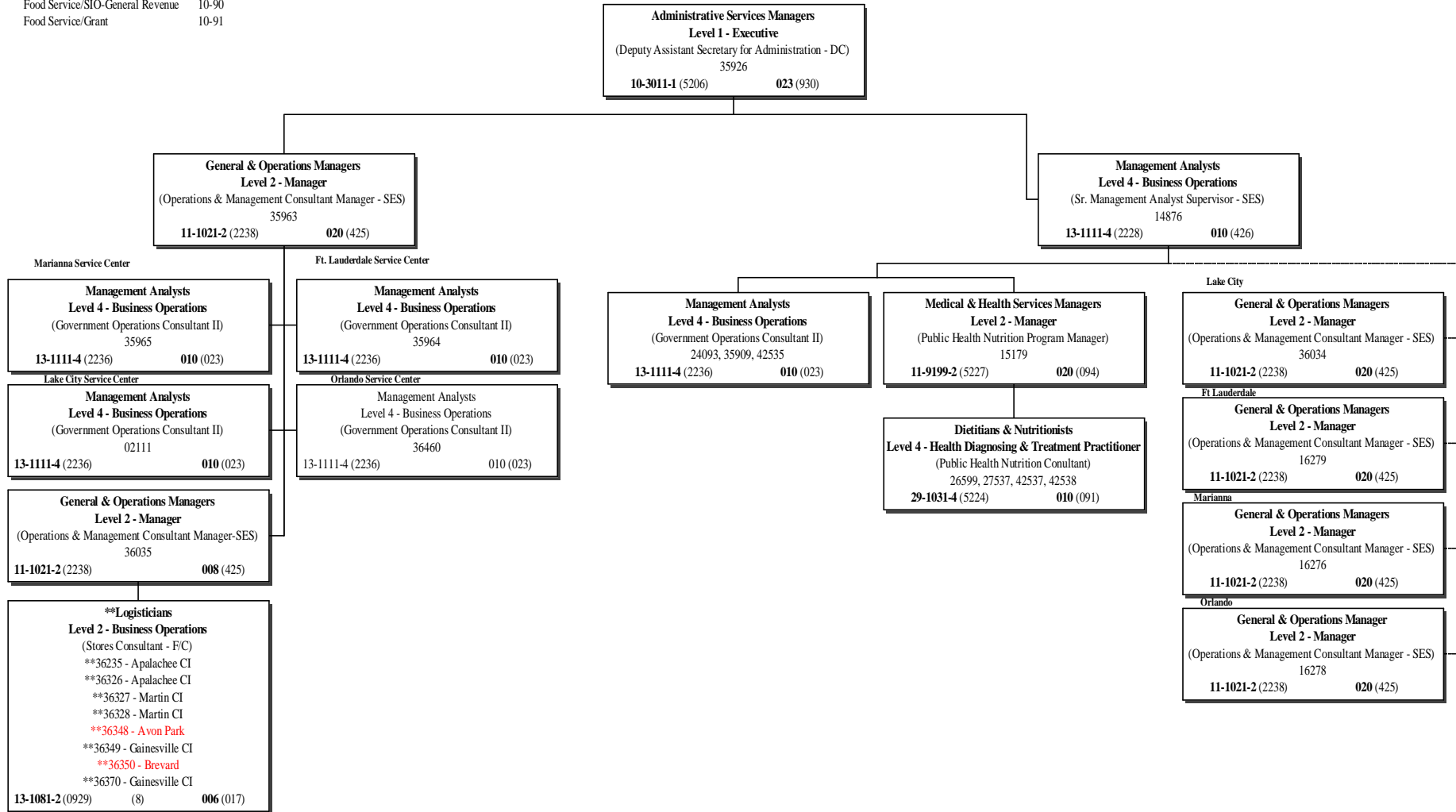


Deleted Finance & Accounting Director III position 36819 effective 7-1-08

Food Service

Submitted: 8-17-09
Verified By: Christie Green
Effective: 7-24-09

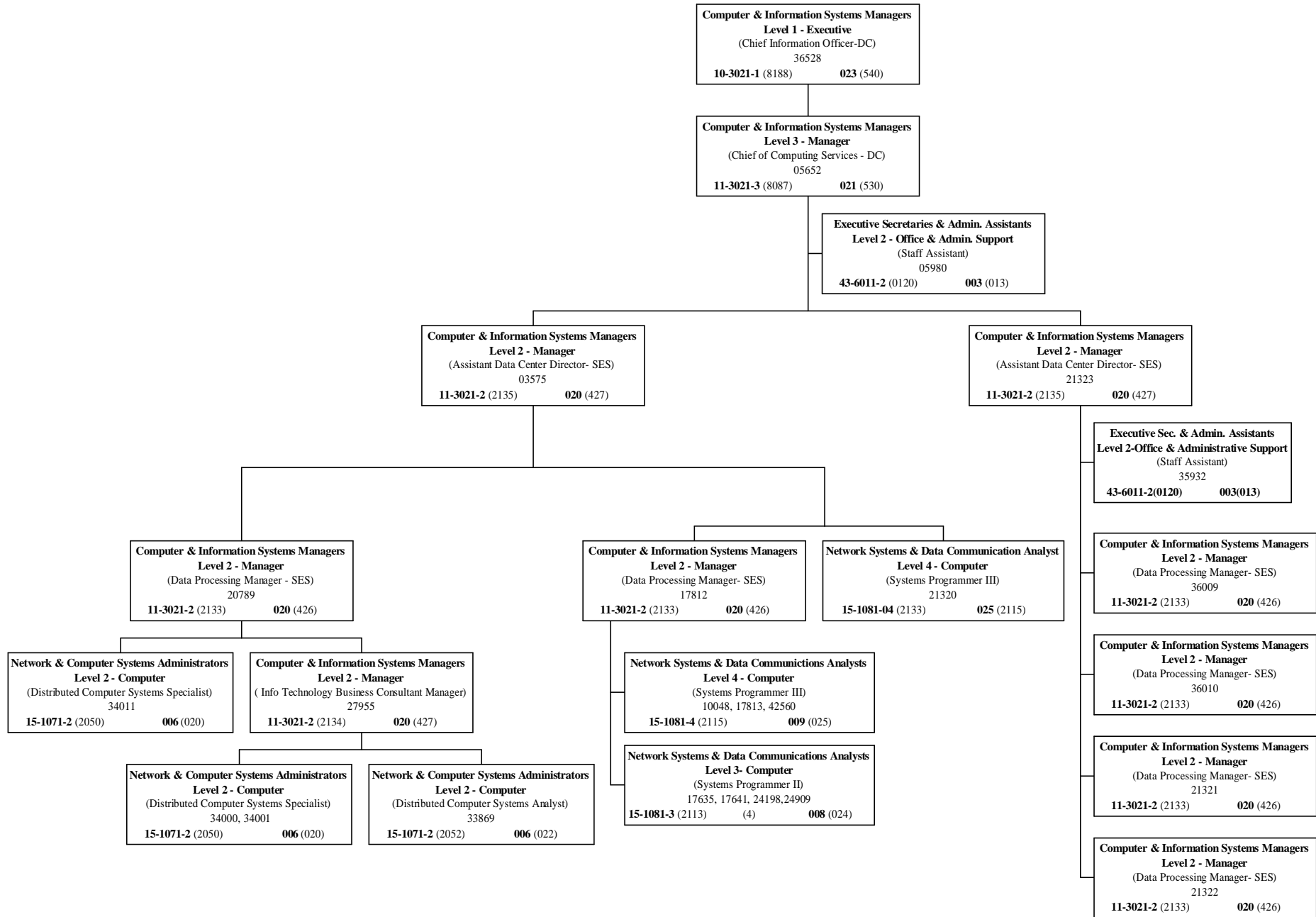
Department of Corrections 70
Assistant Secretary for Administration 20
Support Services 20
Food Service 10
Food Service/SIO-General Revenue 10-90
Food Service/Grant 10-91



**CDL requirement

Deleted Government Operations Consultant II position 28105 effective 7-24-09

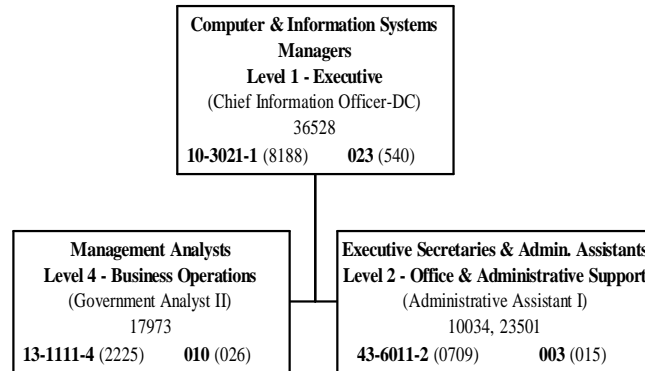
**Stores Consultant-F/C



Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Technical Support Unit 04

Office of Information Technology
 Technical Support Unit

Submitted: 6/18/07
 Verified by: Brenda Williams
 Effective: 6-29-07

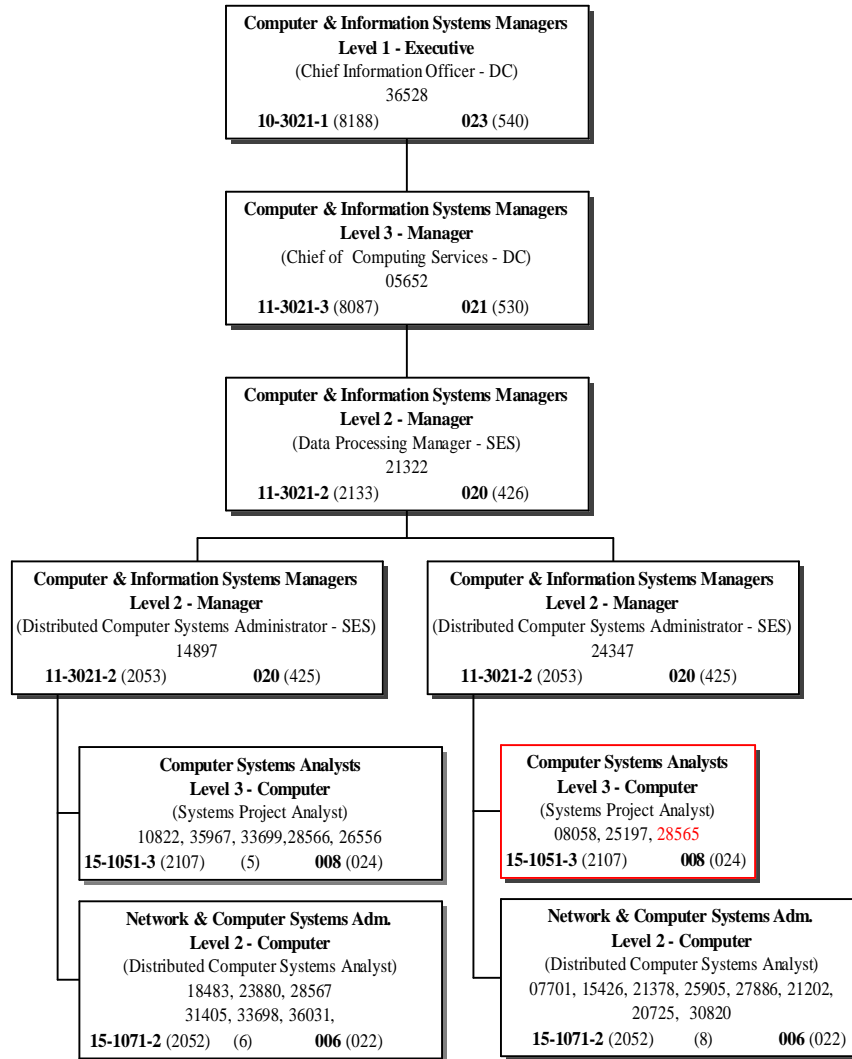


Government Operations Consultant II #21947 transferred to Grants.
 Sr. Management Analyst Supervisor - SES #20794 transferred to office of Asst. Secretary of Administration effective 06-29-07

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Field Operations 05
 Ft. Lauderdale Service Center

**Office of Information Technology
 Ft. Lauderdale Service Center**

Submitted: 7-31-09
 Verified by: Sabrina Butler
 Effective: 7-24-09

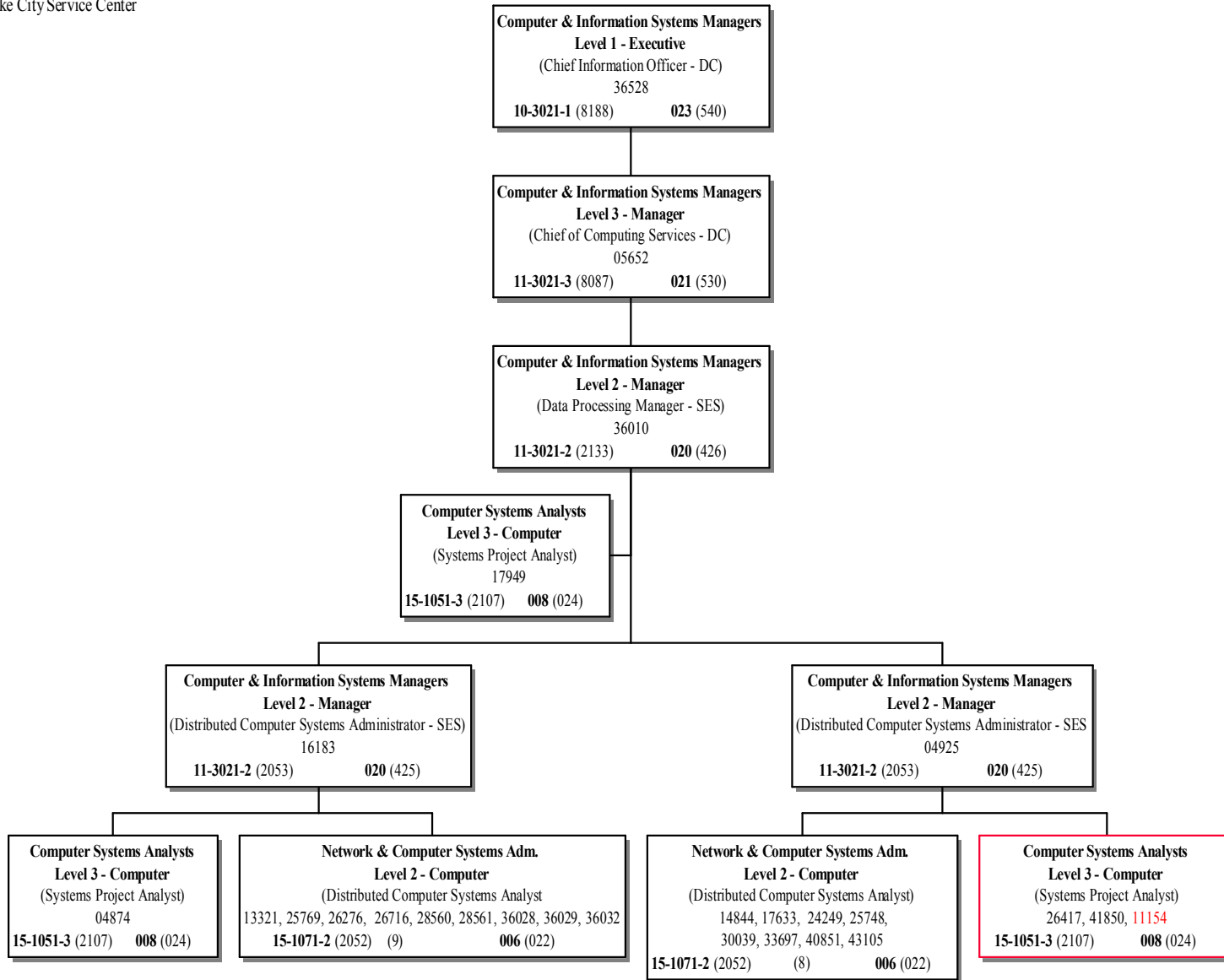


(sb) Position 28565 - reclassified from a Distributed Computer Systems Analyst to a Systems Project Analyst effective 7-24-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Field Operations 05
 Lake City Service Center

**Office of Information Technology
 Lake City Service Center**

Submitted: 7-28-09
 Verified by: Sabrina Butler
 Effective: 7-24-09

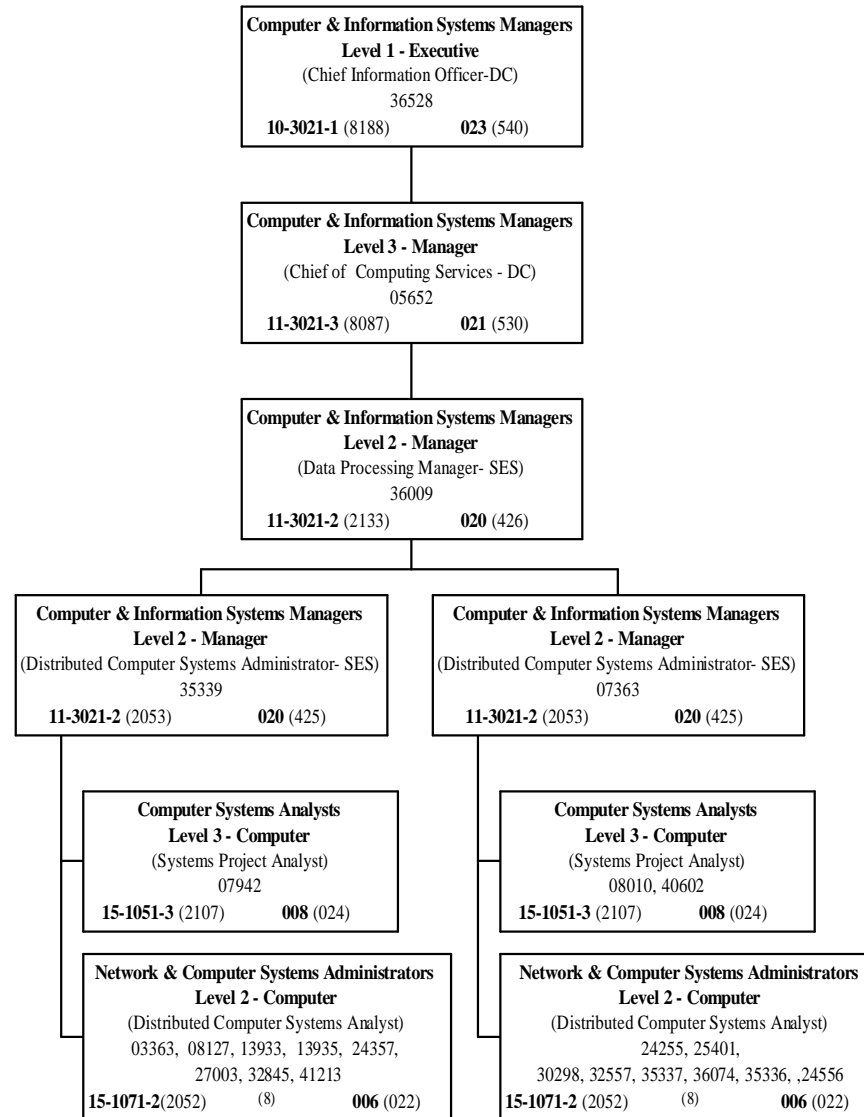


Position 11154 - reclassified from a Distributed Computer Systems Analyst to a Systems Project Analyst effective 7-24-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Field Operations 05
 Marianna Service Center

**Office of Information Technology
 Marianna Service Center**

Submitted: 7-1-09
 Verified by: S. Butler
 Effective: 7-24-09

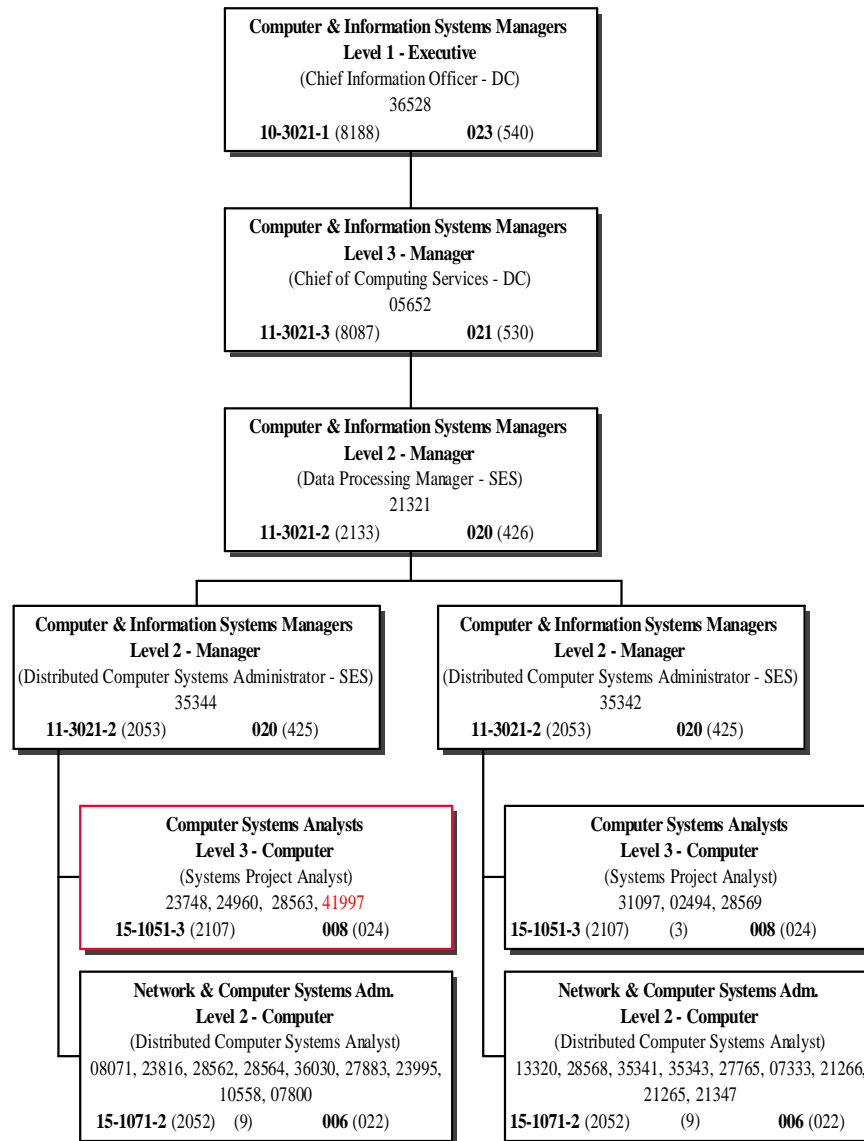


Position 24254 - Distributed Computer Systems Analyst deleted effective 7-24-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Field Operations 05
 Orlando Service Center

**Office of Information Technology
 Orlando Service Center**

Submitted: 7-31-09
 Verified by: S. Butler
 Effective: 7-24-09

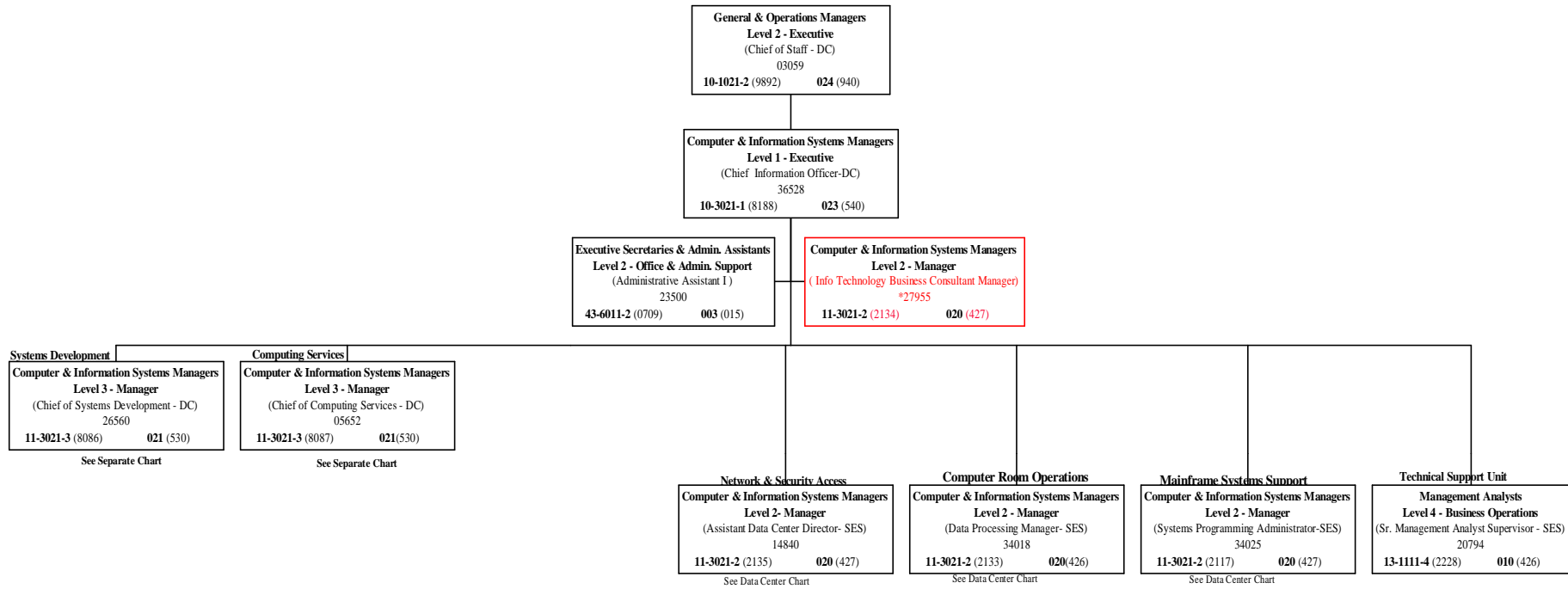


sb) Position 41997 - reclassified from a Distributed Computer Systems Analyst to a Systems Project Analyst effective 7-24-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15

Office of Information Technology (Overview)

Submitted: 2-16-09
 Verified by: S. Butler
 Effective: 03-20-09

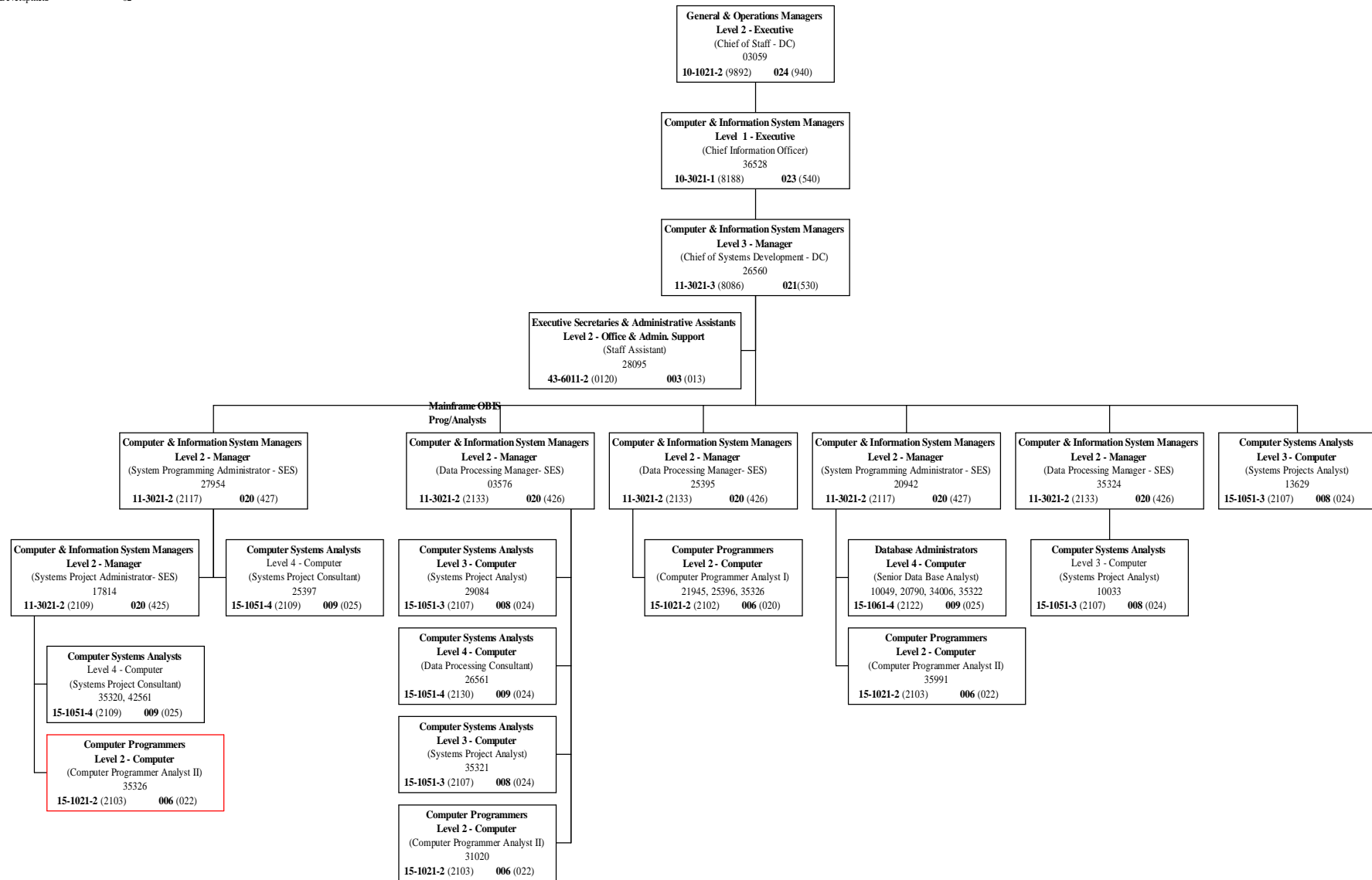


Position 27955 - reclassified from a Dist. Computer Systems Admin. - SES in Computing Services to a Info. Technology Business Consultant Manager effective 03-20-09 ; reporting to position 35926 (Dept. Asst. Sec. of Admin - CIO) during re-org

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Systems Development 02

Office of Information Technology - Systems Development

Submitted: 8-18-09
 Verified by: Sabrina Butler
 Effective: 8-21-09

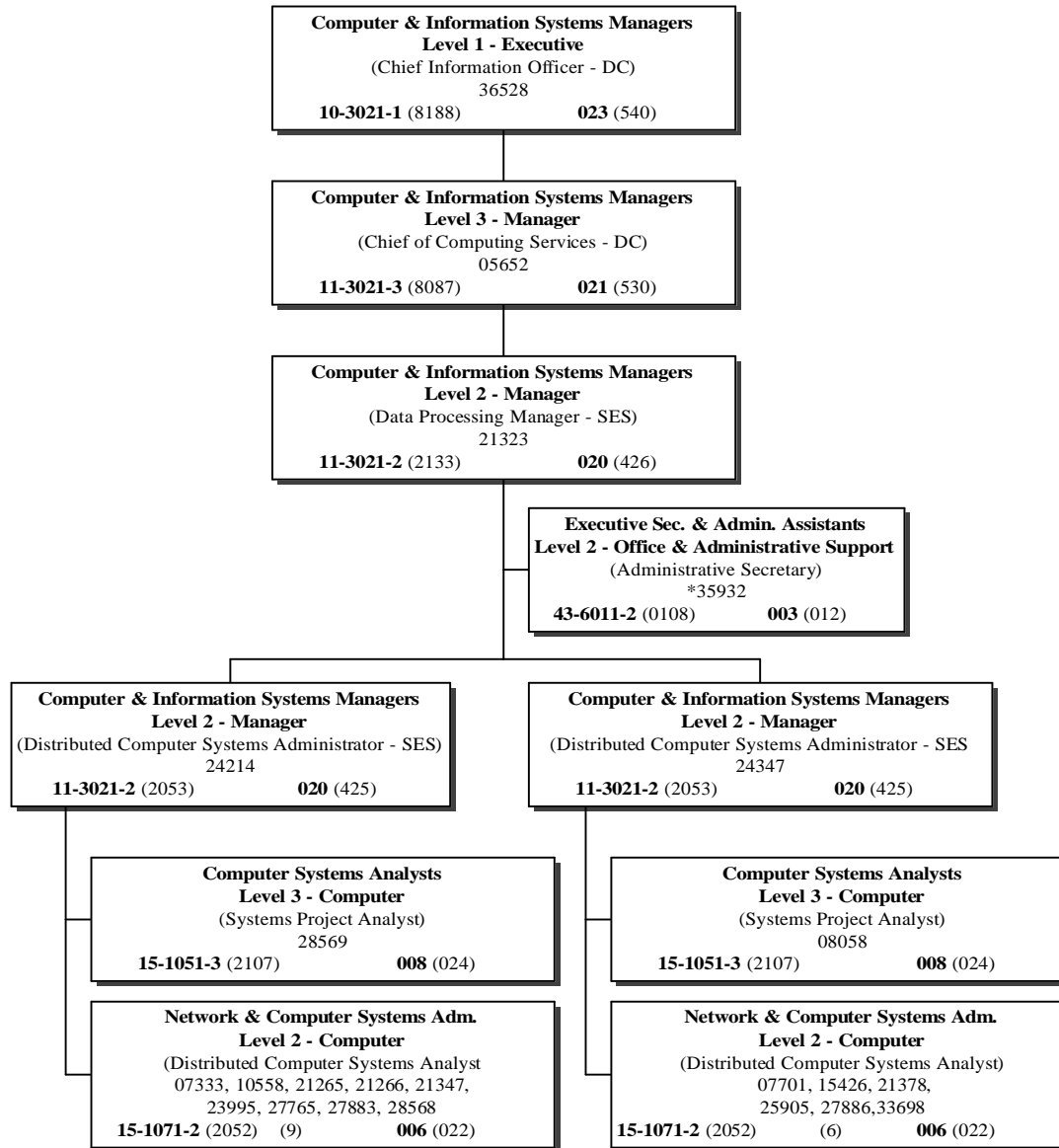


Position 35326 reclassified from a Computer Programmer Analyst I to Computer Programmer Analyst II to meet the duties assigned effective 8-21-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Field Operations 05
 Tampa Field Office

**Office of Information Technology
 Tampa Field Office**

Submitted: 02-22-05
 Verified by: S. Williams
 Effective: 02-11-05

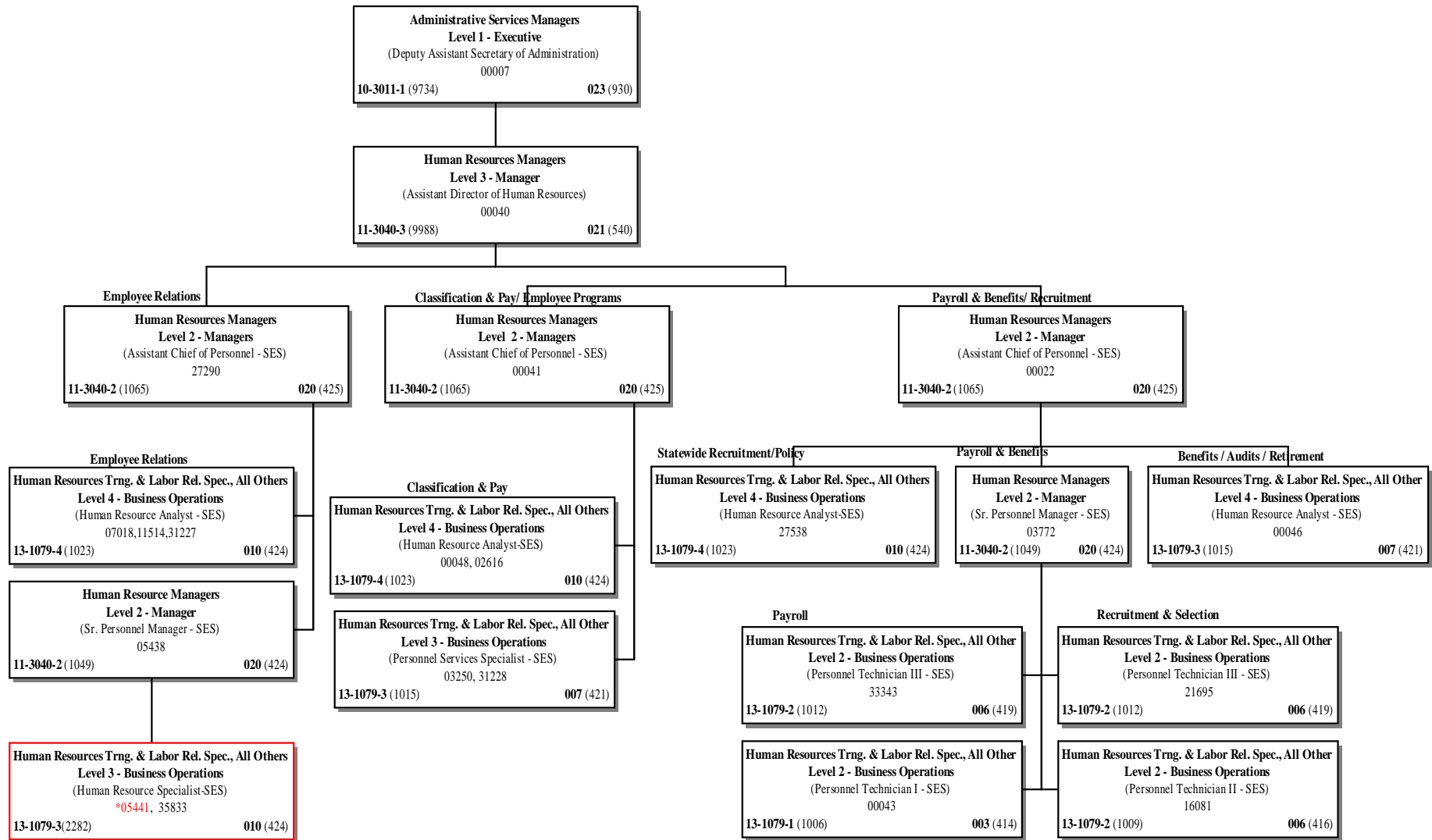


*Position 35932 reclassified from a Staff Assistant to an Administrative Secretary.

Department of Corrections 70
 Administration 10
 Human Resources 13
 Classification & Pay/Employee Programs 13-01
 Payroll, Benefits & Recruitment 13-01-02
 Recruitment 13-01-02-01
 Employee Relations 13-03

**CENTRAL OFFICE
 HUMAN RESOURCES/PERSONNEL
 PROPOSED**

Submitted : 7-17-08
 Verified By : Christie Green
 Effective: 7-11-08



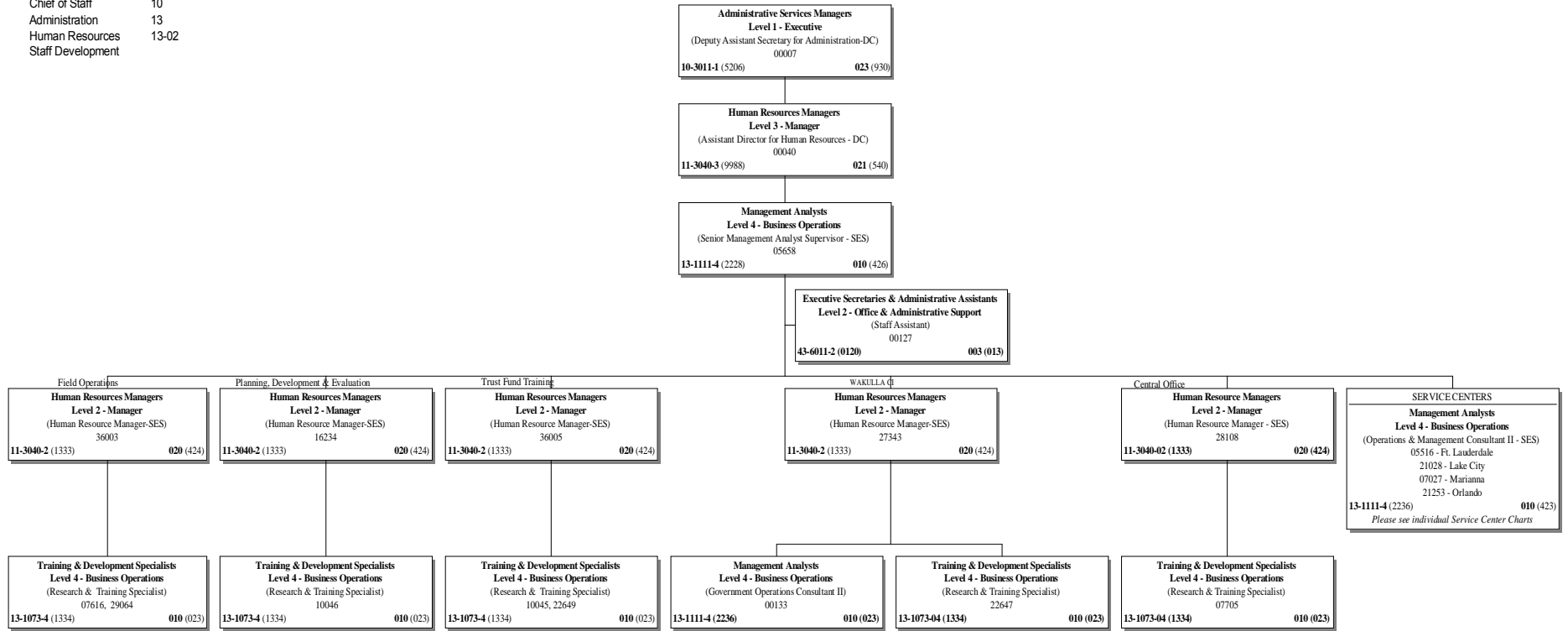
Boxes in red denote
 change

Position 05441 reclassified from Assistant Chief of Personnel - SES to Human Resource Specialist - SES effective 7-11-08

**CENTRAL OFFICE
HUMAN RESOURCES/STAFF DEVELOPMENT**

Submitted: 7-1-09
Verified by: Sabrina Butler
Effective Date: 7-24-09

Department of 70
Corrections 20
Chief of Staff 10
Administration 13
Human Resources 13-02
Staff Development

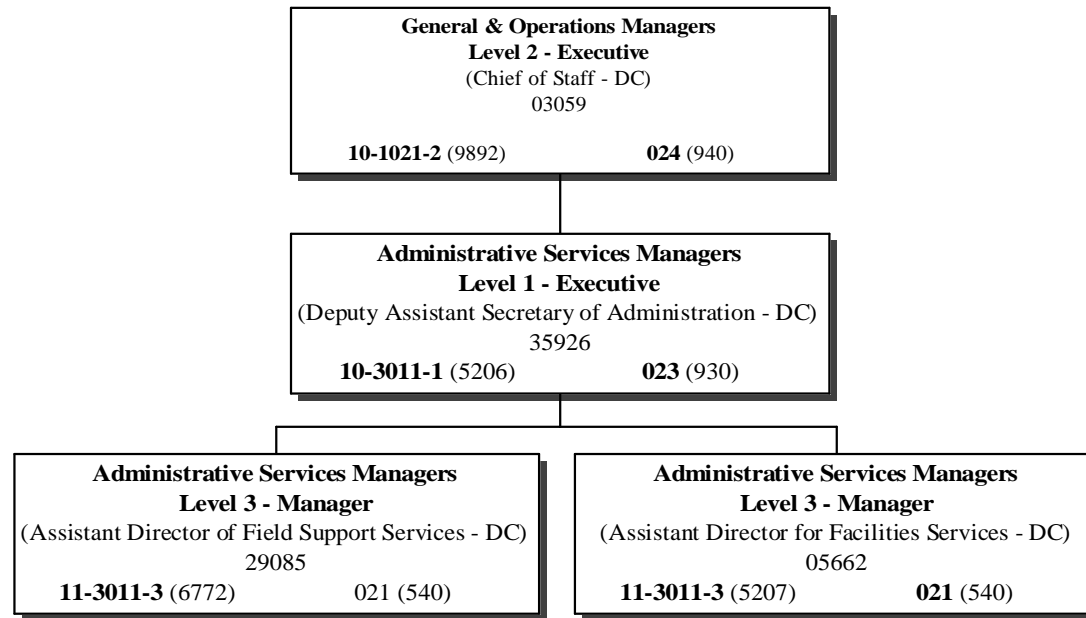


Position 22650 - Operations & Management Consultant Manager - SES deleted effective 7-24-09

Department of Corrections 70
 Chief of Staff 20
 Assistant Deputy of Administration 20
 Food Services 20-10
 Field Support Services 20-11
 Facilities Services 20-12

Overview: Deputy Assistant Secretary of Administration - DC (position #35926)
CURRENT

Submitted: _____ 4/19/06 _____
 Verified By: _____ H. Reese _____
 Effective Date: _____ 14/19/06 _____

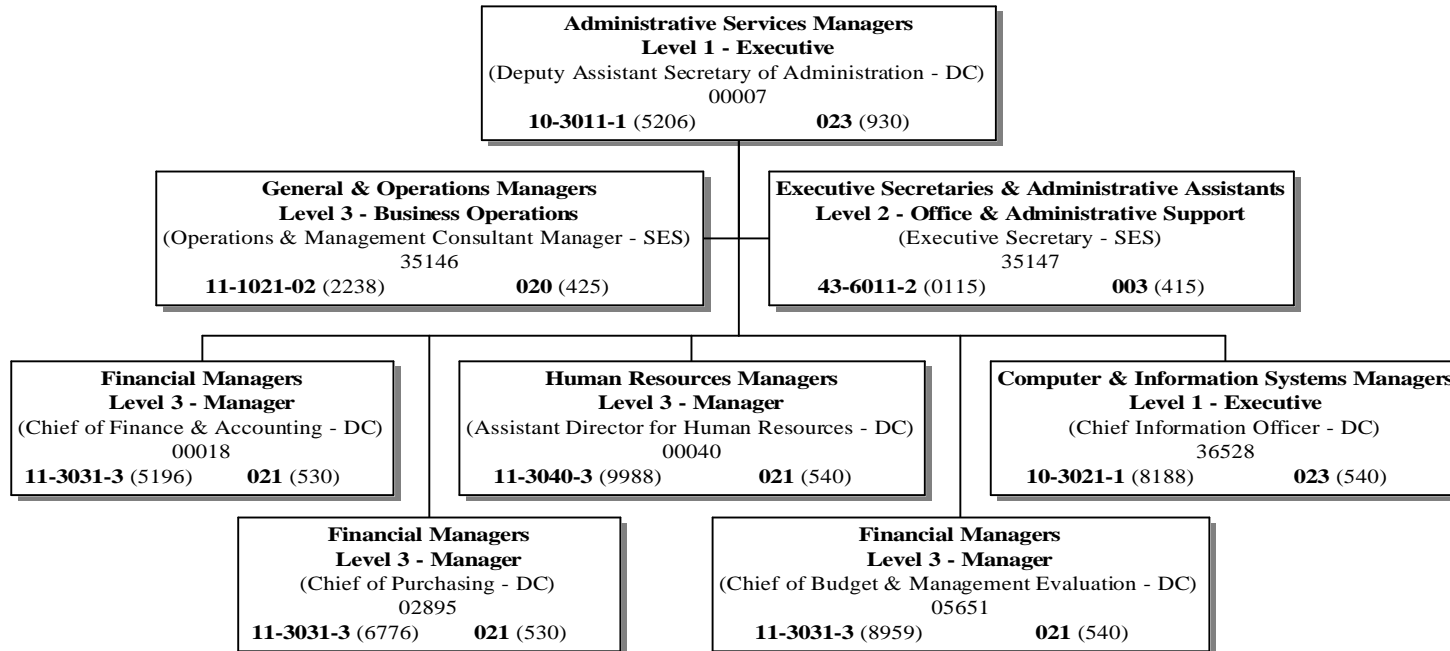


Position 37031 reclassified from Governmental Analyst II to GOC II and transferred to Environmental Safety effective 10-08-04

Department of Corrections	70
Chief of Staff	20
Administration	10
Finance & Accounting	10/10
Budget & Management Evaluation	10/11
Purchasing	10/12
Human Resources	10/13
Information Technology	10/15

**Overview: Deputy Assistant Secretary of Administration - DC (position #00007)
CURRENT**

Submitted 8-25-06
 Verified by : Christie Green
 Effective Date: 8-25-06

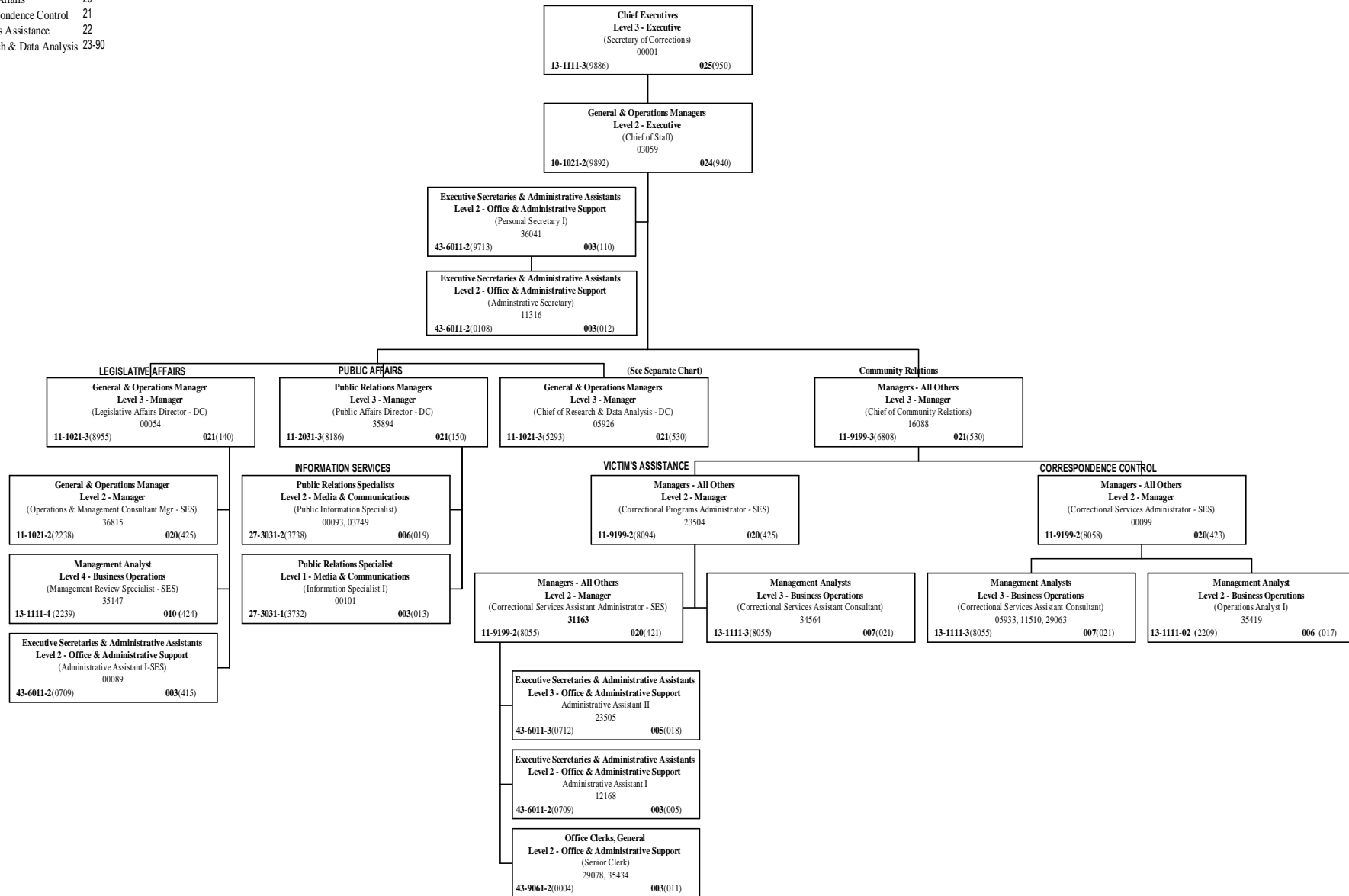


Position 11316 - Administrative Secretary transferred to the Chief of Staff's office effective

Department of Corrections
 Secretary's Office 70
 ***Chief of Staff 10
 Legislative Affairs 10
 Public Affairs 20
 Correspondence Control 21
 Victim's Assistance 22
 Research & Data Analysis 23-90

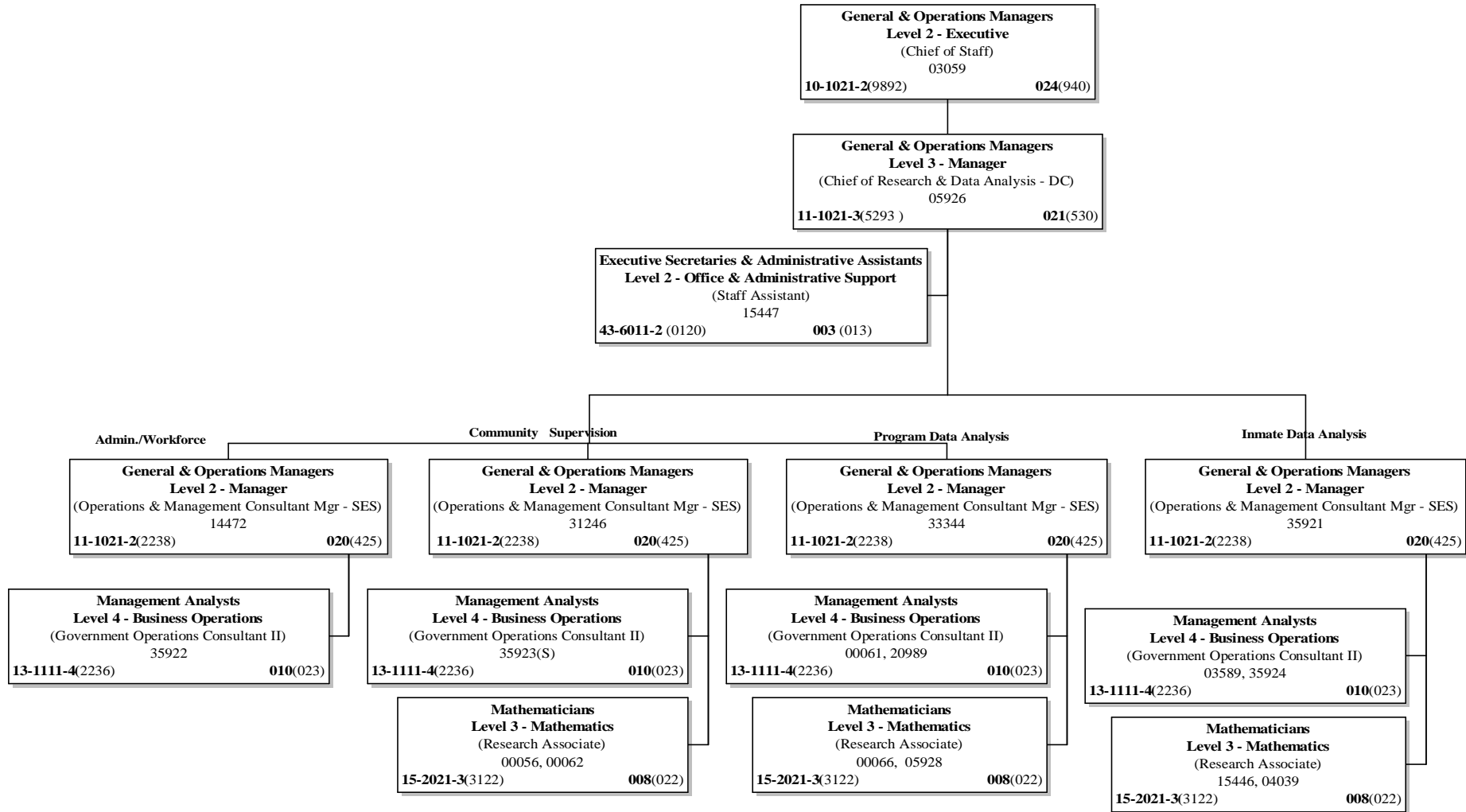
Chief of Staff Office
 Legislative Affairs - Public Affairs

Submitted: 2-3-09
 Verified by: Sabrina Butler
 Effective: 1-23-09



(sb) Position 03751 - Administrative Secretary- SES was transferred from the Chief of Staff 's office to the Secretary's Office reporting to position 00069 effective 1-23-09

Central Office
Research & Data Analysis

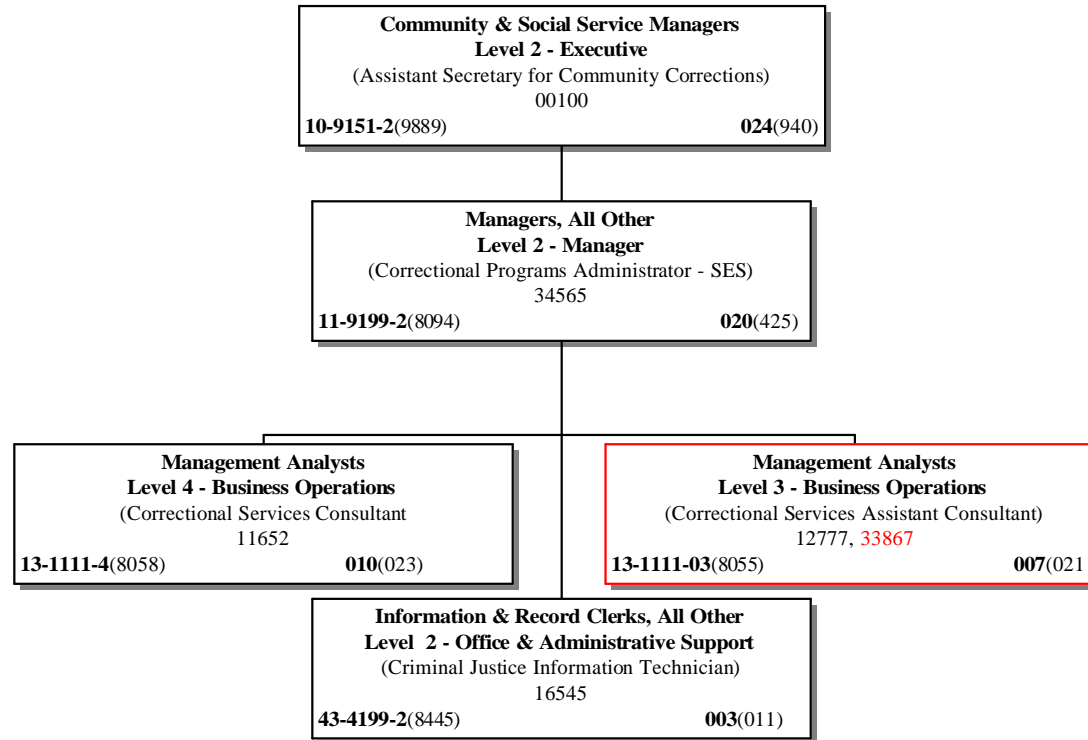


Deleted position 20984 - Research Associate and position 34024 - Government Operations Consultant II effective 7-1-08

Department of Corrections 70
 Assistant Secretary of Community Corrections 40
 Community Corrections 10
 Absconder Unit 20

**Central Office Community Corrections
 ABSCONDER UNIT**

Submitted: 7-30-08
 Verified by: L. McGriff
 Effective Date: 7-1-08



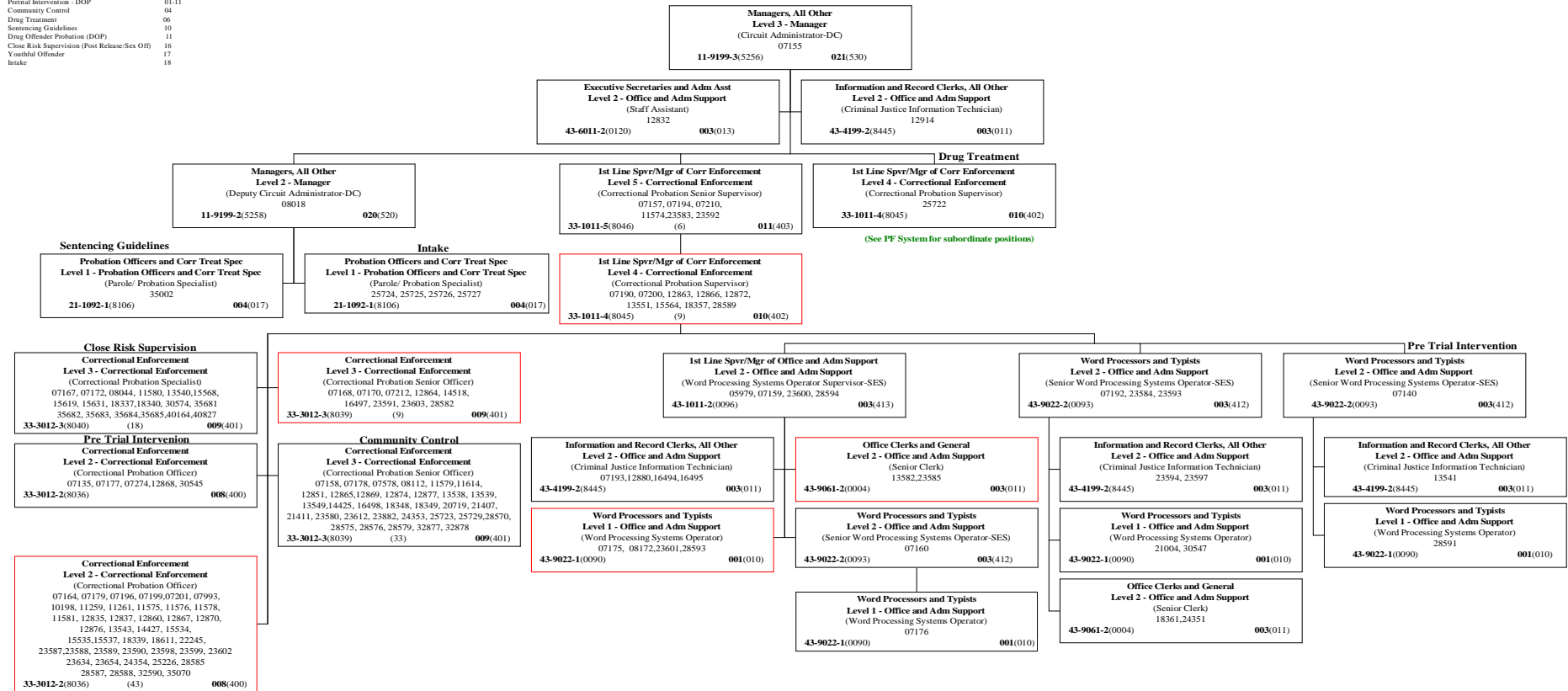
33867 CSAC reporting change to 34565 CPA-SES from 28108 CPA-SES
 28108 reclassified/transferred to Staff Development

37180 will re-class to Chief
 of Community Programs &
 supervise the Absconder Unit
 @ re-org

Department of Corrections 70
 Assistant Secretary for Community Corrections 41
 Region I 10
 Circuit 1 - Pensacola 01
 Pre-trial Intervention 01
 Pre-trial Intervention - DOP 01-11
 Community Control 04
 Drug Treatment 06
 Sentencing Guidelines 10
 Drug Offender Probation (DOP) 11
 Close Risk Supervisor (Post Release/Sex Off) 16
 Youthful Offender 17
 Intake 18

PENSACOLA CIRCUIT 01 - REGION I

Submitted: 6-2009
 Verified By: Lillie McGriff
 Effective: 7-1-09

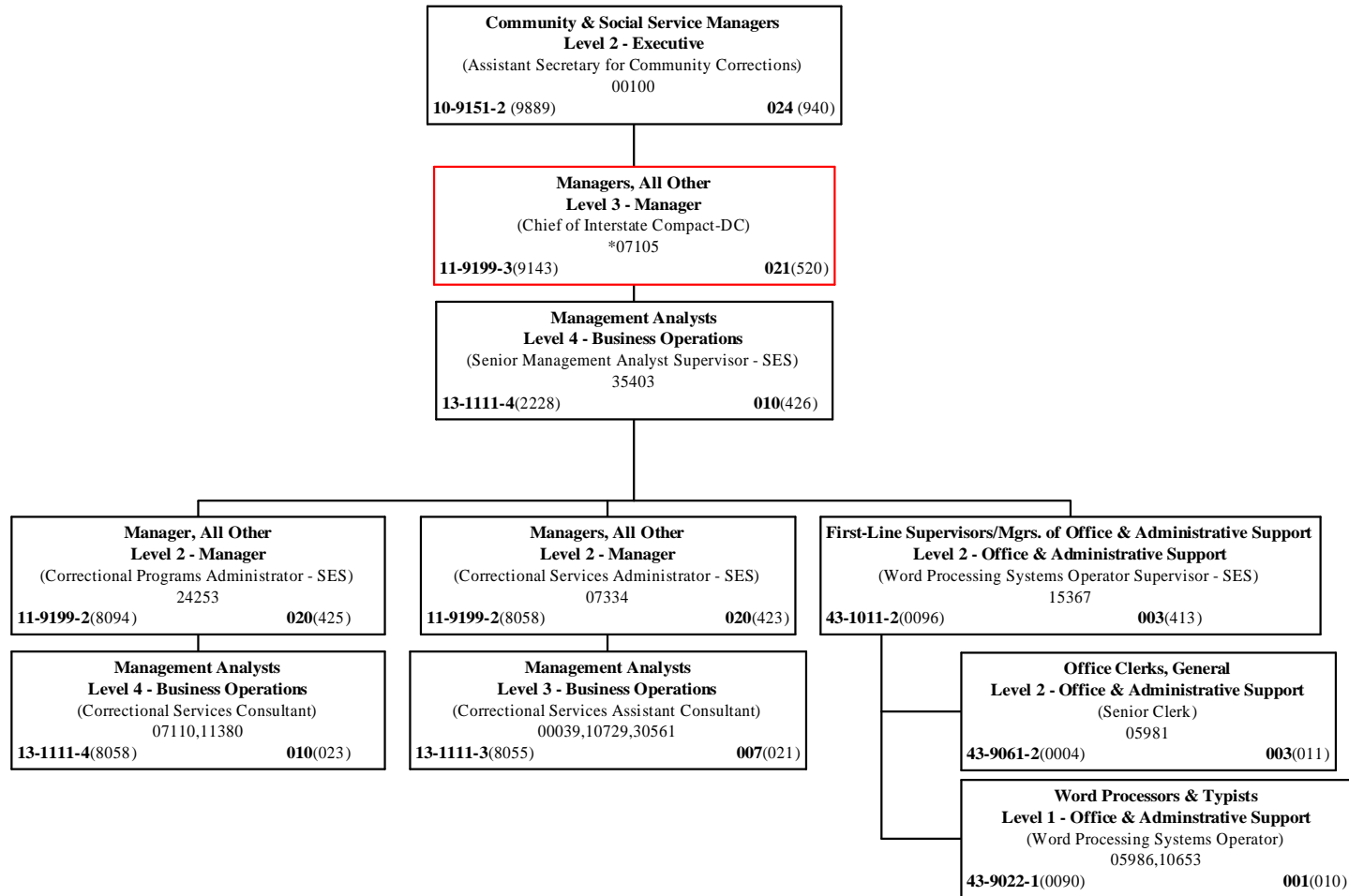


Abolished/Deleted eight positions due to budget cuts, effective 7/1/09: 07195 CPSO, 09402 CPSO, 10644 CPO, 11582 CPO, 25438 CPO, 12836 CPSupv, 13581 SC, 18360 WPSO

Department of Corrections 70
 Assistant Secretary for Community Corrections 40
 Community Corrections 10
 Interstate Compact 11

**Central Office Community Corrections
 INTERSTATE COMPACT**

Submitted: 7-2009
 Verified by: Lillie McGriff
 Effective Date: 7-24-2009

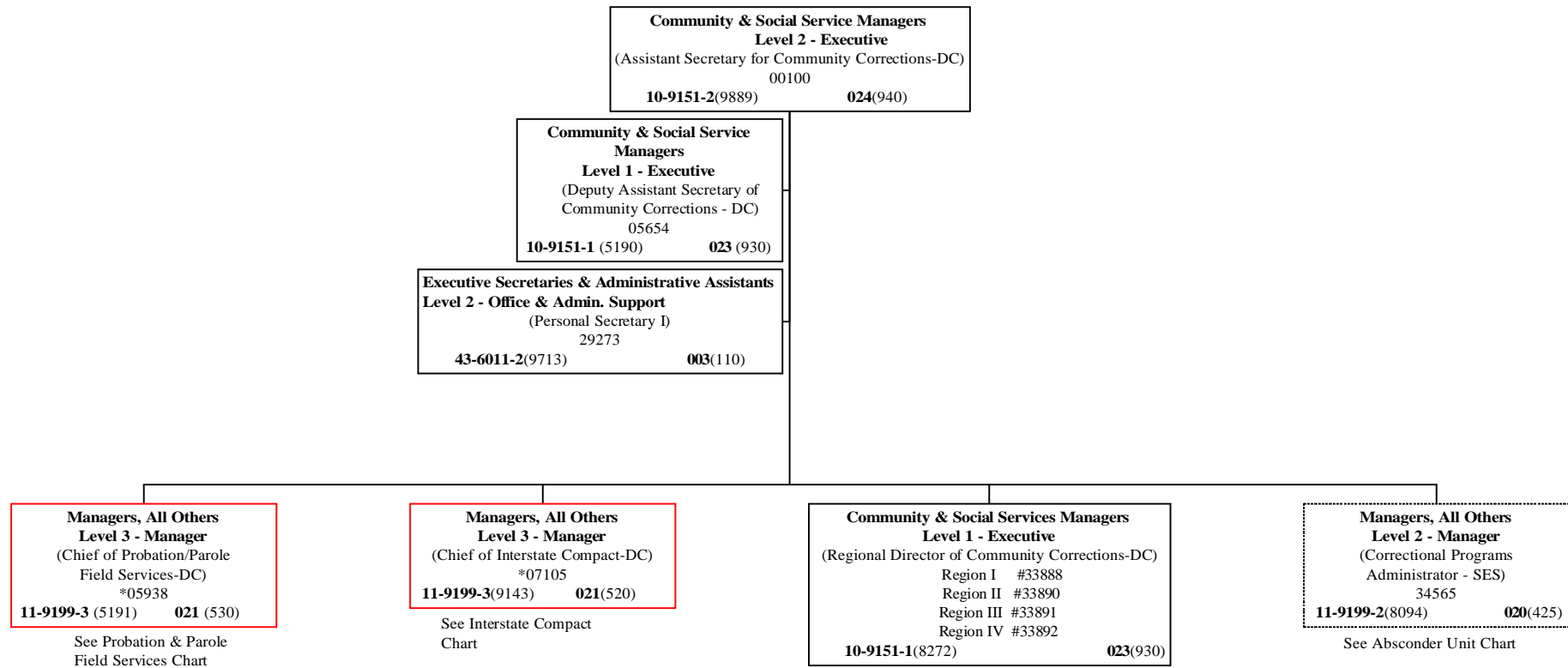


07105 Chief of Interstate Compact-DC reporting moved to 00100 Assist. Secretary for CC from vacant 05654 Deputy Asst. Secretary for CC, effective 7/24/2009

DEPARTMENT OF CORRECTIONS 70
 ASSISTANT SECRETARY FOR COMMUNITY 40
 CORRECTIONS
 DEPUTY ASST. SECRETARY FOR
 COMMUNITY CORRECTIONS 10
 PROBATION & PAROLE FIELD SERVICES 10
 INTERSTATE COMPACT 11
 ABSCONDER UNIT 20

**Central Office - Community Corrections
 Overview**

SUBMITTED: 7-2009
 VERIFIED BY: Lillie McGriff
 EFFECTIVE: 7-24-2009

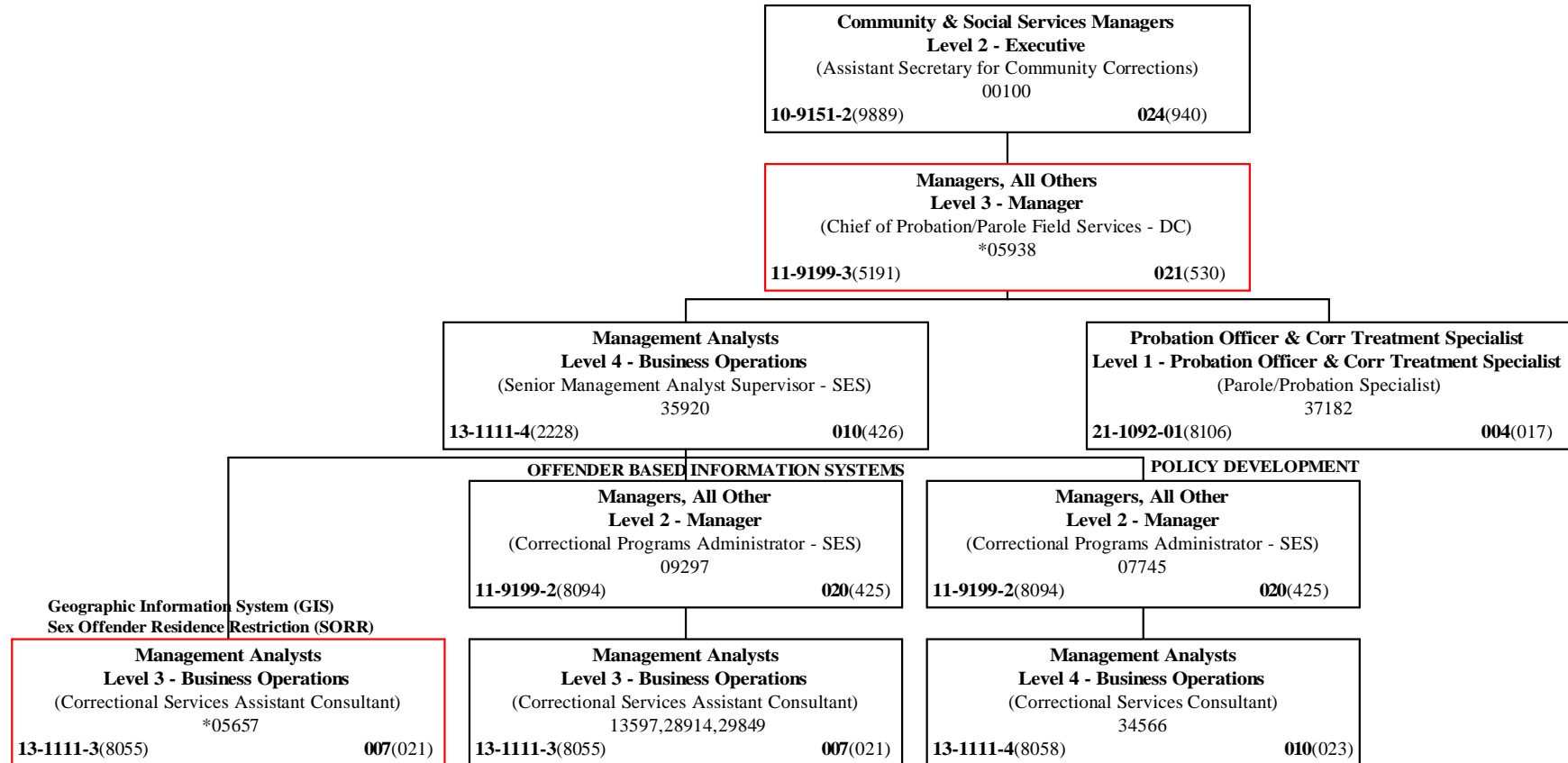


05657 reclassify/transfer to Correctional Services Assistant Consultant in Probation & Parole Field Services from Executive Secretary Office of Community Corrections, effective 7-24-09
 07105 Chief of Interstate Compact-DC reporting moved to 00100 Assist. Secretary for CC from vacant 05654 Deputy Asst. Secretary for CC, effective 7/24/2009
 05938 Chief of Probation/Parole Field Services-DC reporting moved to 00100 Assist. Secretary for CC from vacant 05654 Deputy Asst. Secretary for CC, effective 7/24/2009

Department of Corrections 70
 Assistant Secretary for Community Corrections 40
 Community Operations 10
 Probation & Parole Field Services 10 10
 Sentencing Guidelines 10 10 01

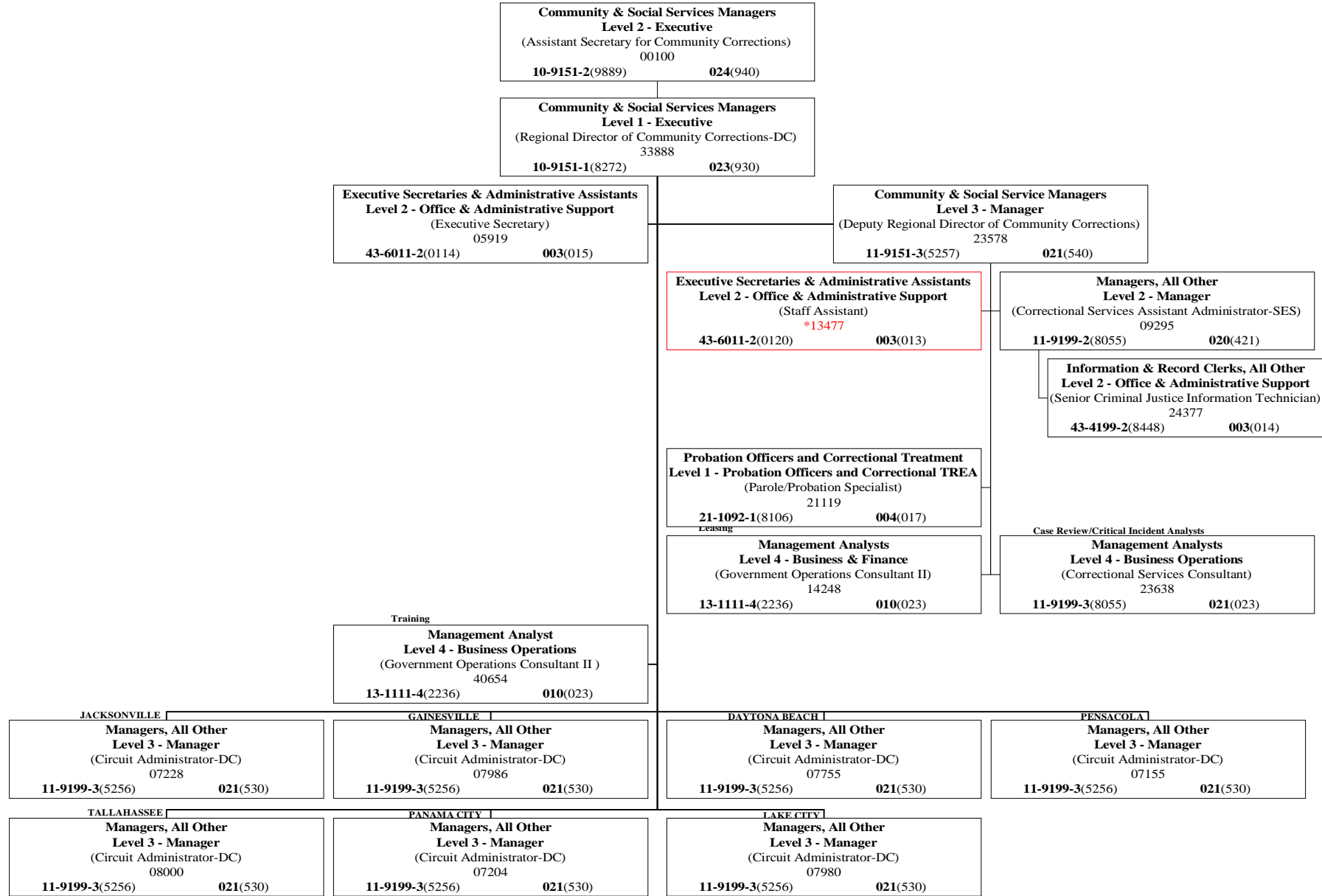
**COMMUNITY CORRECTIONS
 PROBATION & PAROLE FIELD SERVICES**

Submitted : 7-2009
 Verified by: Lillie McGriff
 Effective: 7-24-2009



05657 reclassify/transfer to Correctional Services Assistant Consultant in Probation & Parole Field Services from Executive Secreary Office of Community Corrections, effective 7-24-09
 05938 Chief of Probation/Parole Field Services-DC reporting moved to 00100 Assist. Secretary for CC from vacant 05654 Deputy Asst. Secretary for CC, effective 7/24/2009

COMMUNITY CORRECTIONS
Region I

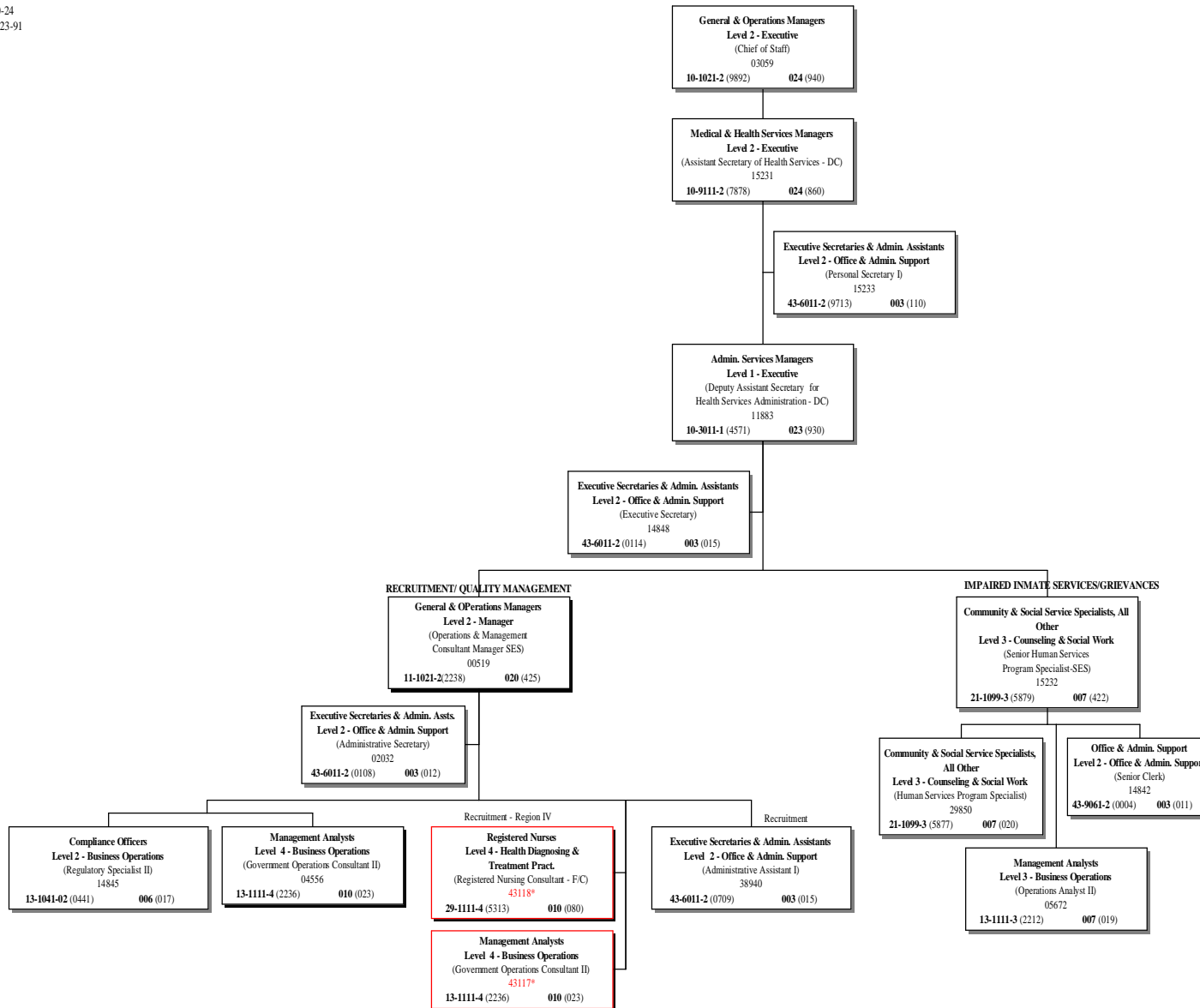


13477 WPSO Supervisor reclassified/transferred to Staff Assistant in the Region I Director's Office from Region IV Circuit 15 West Palm Beach, effective 7-24-09

Department of Corrections 70
 Office of Health Services 50
 Central Office 20
 Contracts 20-20
 Recruitment 20-21
 Planning & Evaluation 20-22
 Quality Management 20-24
 TB Grant 10-23-91

Office of Health Services
 Central Office-Administration
 Chart 1 of 2

Submitted: 7/30/09
 Verified: Brenda Williams
 Effective: 8/7/09



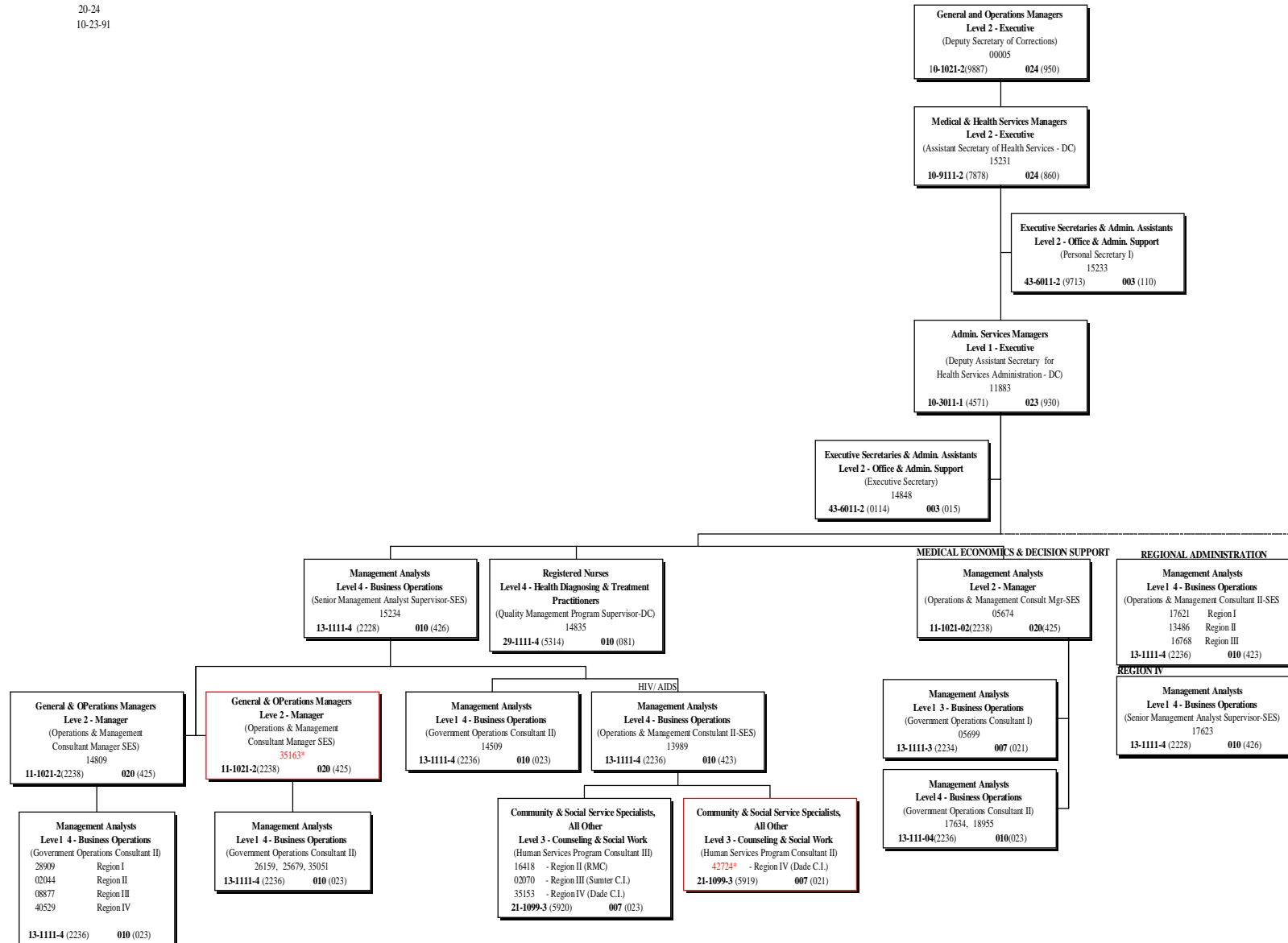
Registered Nursing Consultant # 43118 and GOC II # 43117 established for Recruitment in Region IV. Positions physically located in Region IV.

See Chart 2 for remainder of Health Services Administration

Department of Corrections 70
 Office of Health Services 50
 Central Office 20
 Contracts 20-20
 Recruitment 20-21
 Planning & Evaluation 20-22
 Quality Management 20-24
 TB Grant 10-23-91

Office of Health Services
 Central Office-Administration
 Chart 2 of 2

Submitted: 7/6/09
 Verified: Brenda Williams
 Effective: 7/10/09



Registered Nurse Consultant #35163 reclassified to Operations & Management Consultant Manager-SES.
 Human Services Program Consultant II #42724 established. Position physically located in Region IV but coded to and reports to Central Office.

See Chart 1 for remainder of Health Services Administration

Department of Corrections
 Assistant Secretary of Health Services
 Medical Services
 Dental Services

70
 50
 10
 21

**Office of Health Services
 Central Office-Dental Services**

Submitted: _____7/31-02-_____
 Verified by: _____Brenda Williams_____
 Effective Date: __7/1/02_____

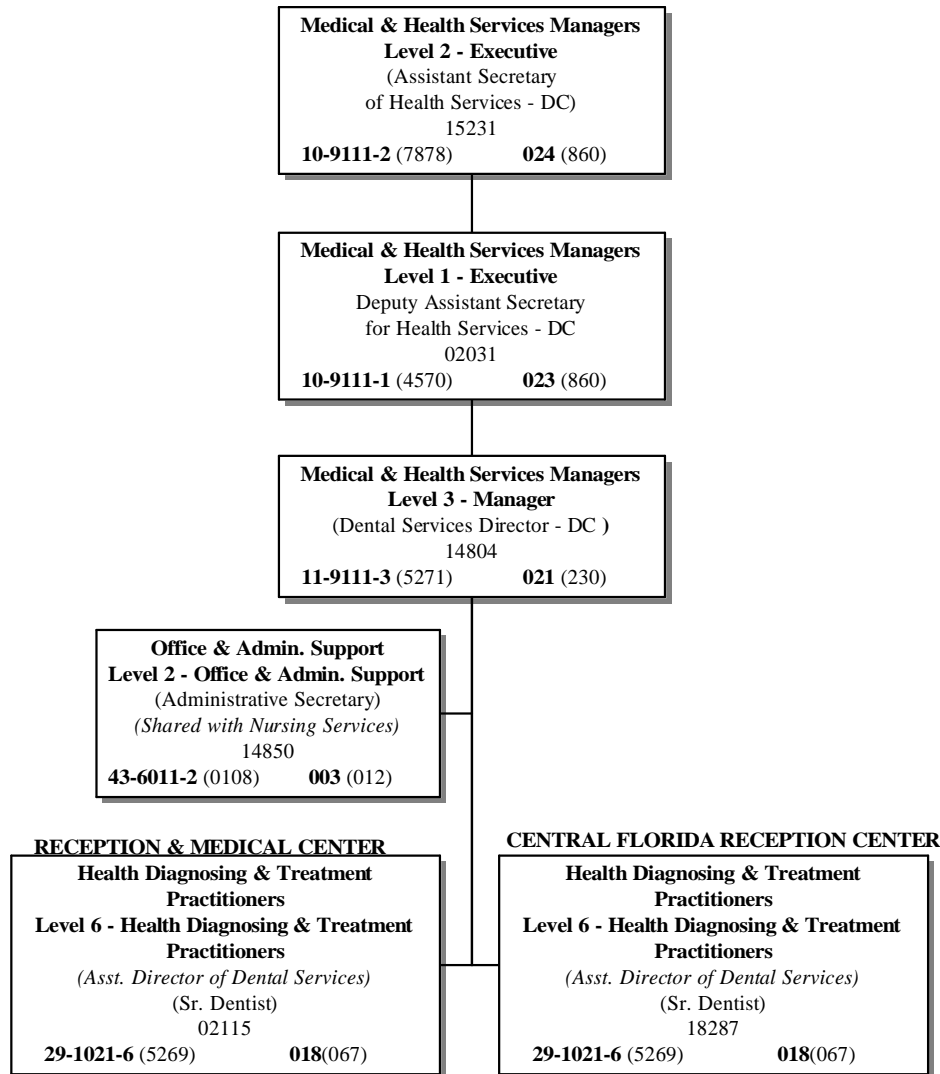
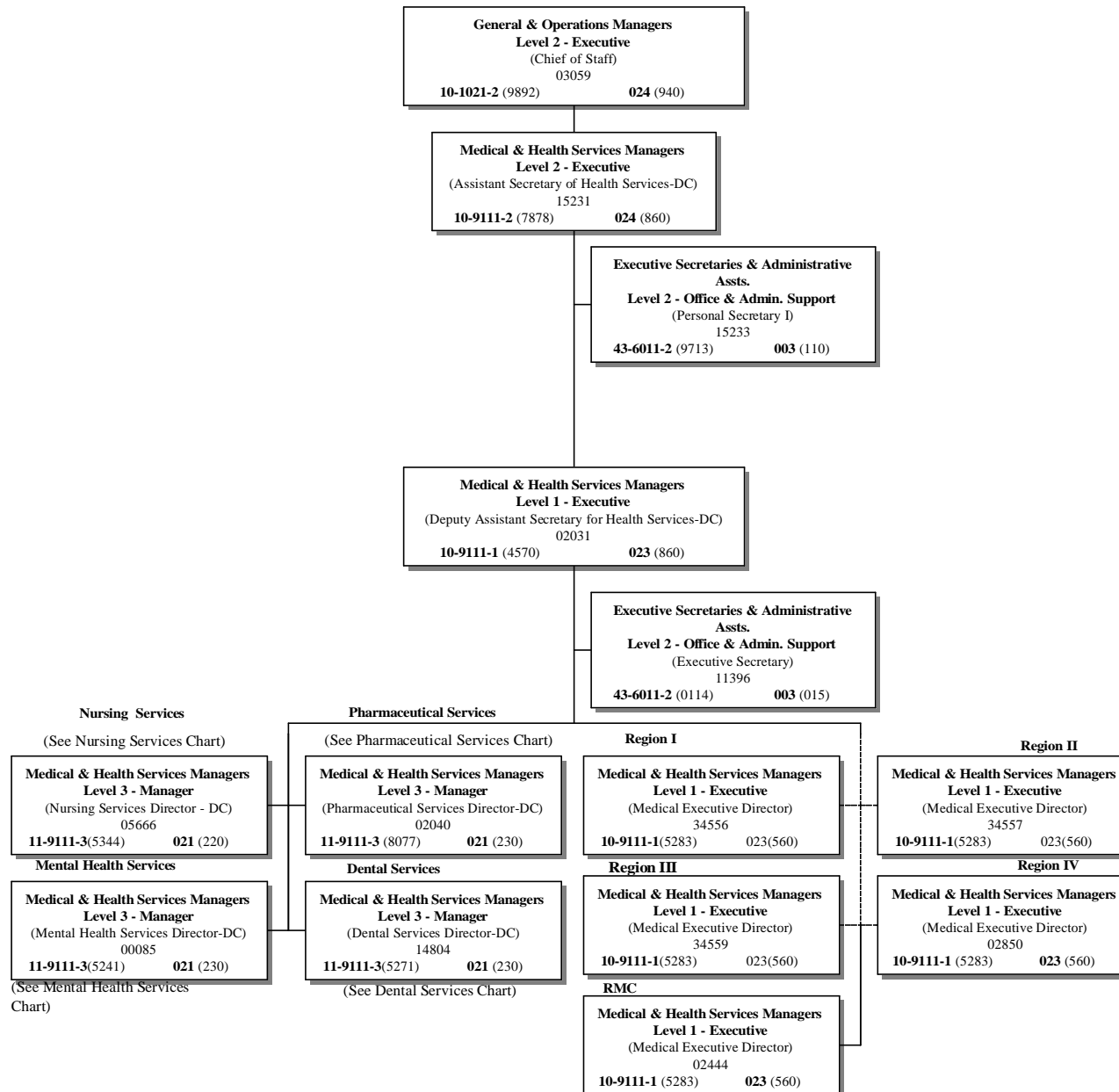


Chart reflects the new occupational titles, levels and codes as a result of Broadbanding.

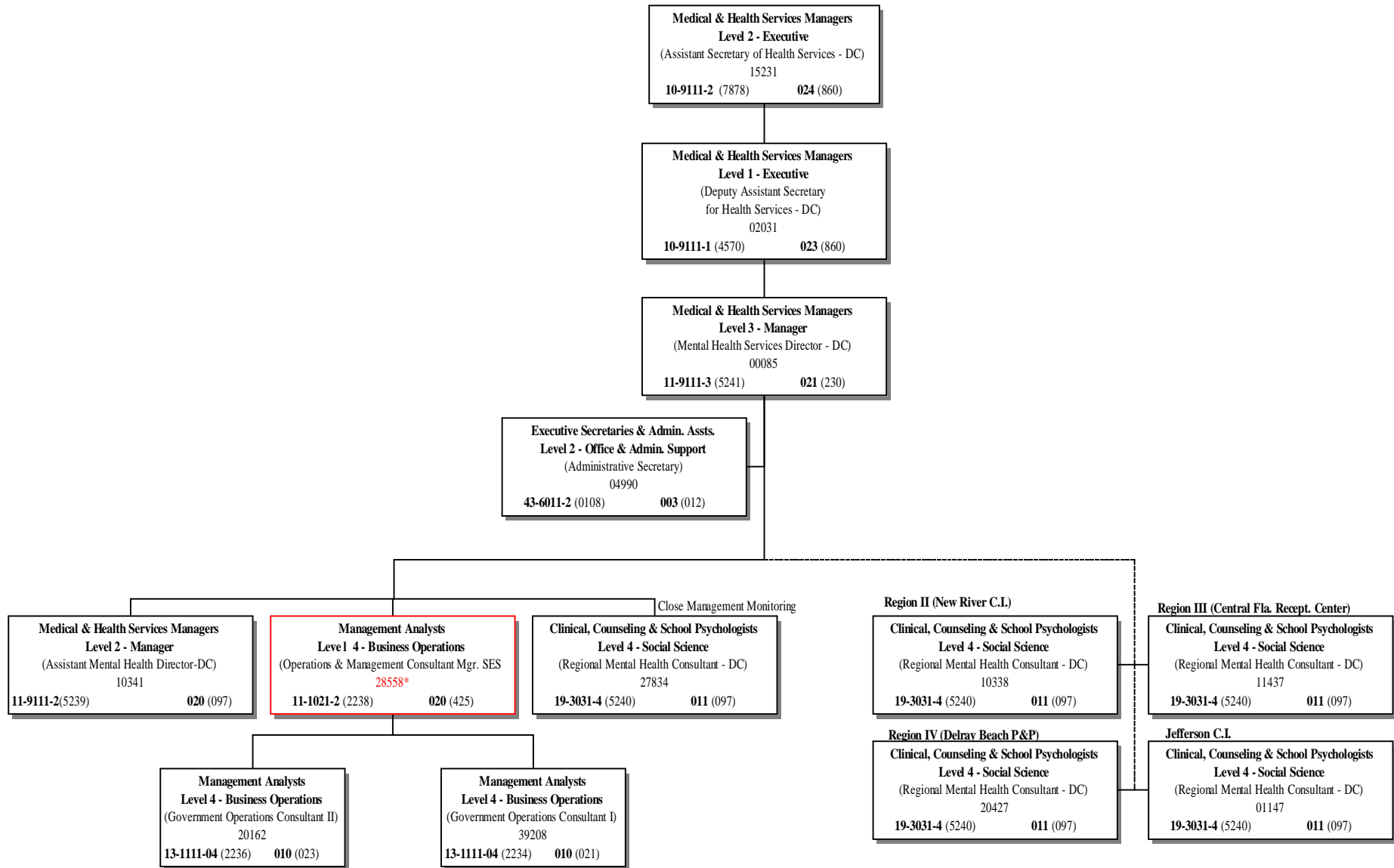
**Central Office Health Services
Medical Services**



Department of Corrections 70
 Assistant Secretary of Health Services 50
 Medical Services 10
 Mental Health Services 22

**Office of Health Services
 Central Office-Mental Health Services**

Submitted: 5/28/09
 Verified by: B. Williams
 Effective Date: 5/29/09

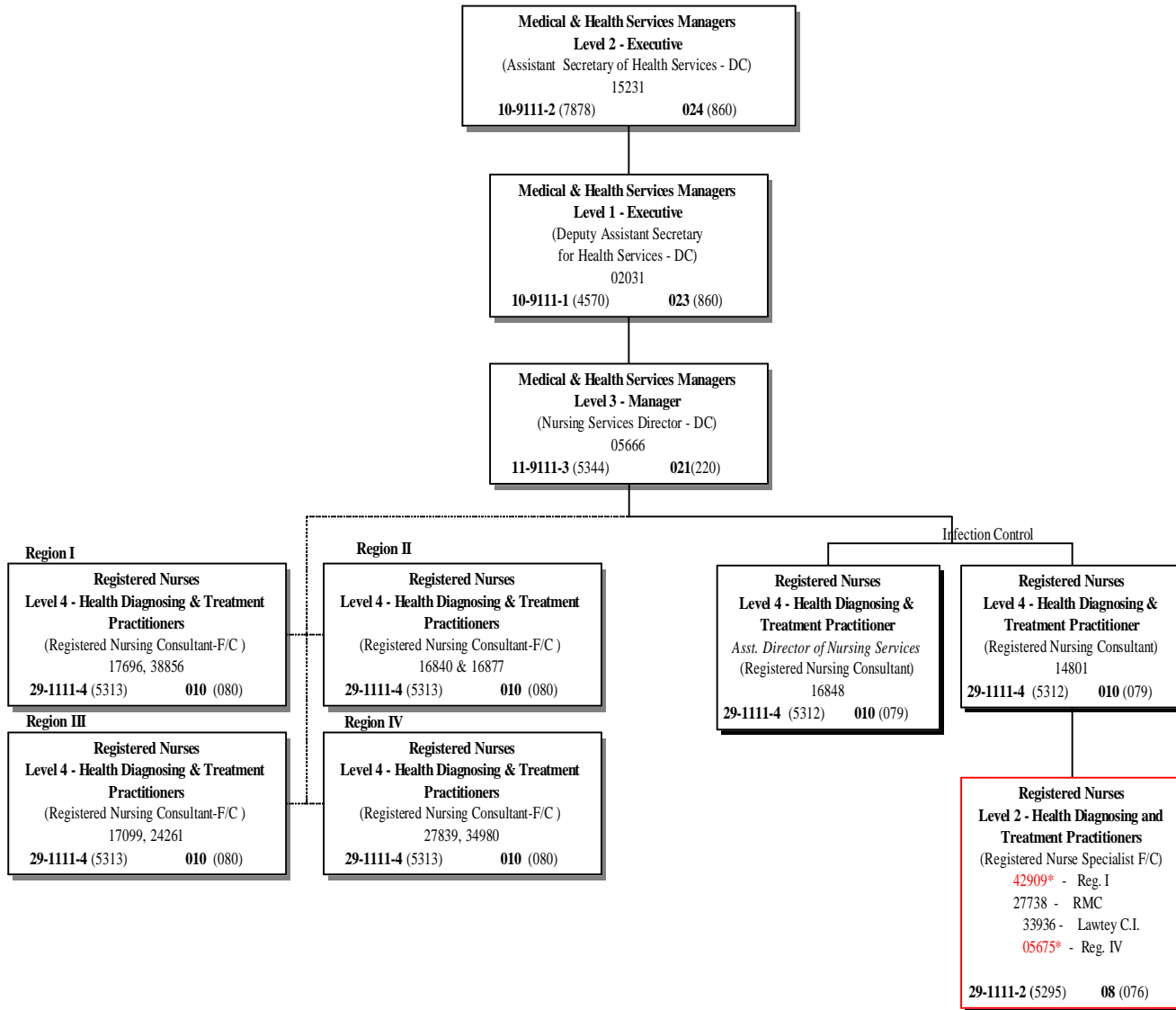


OMC II-SES #28558 reclassified to OMC Manager-SES.

Department of Corrections 70
 Assistant Secretary of Health Services 50
 Medical Services 10
 Nursing Services 23

**Office of Health Services
 Central Office-Nursing Services**

Submitted: ___/7/22/09
 Verified by: ___Brenda Williams___
 Effective Date: ___7/24/09___

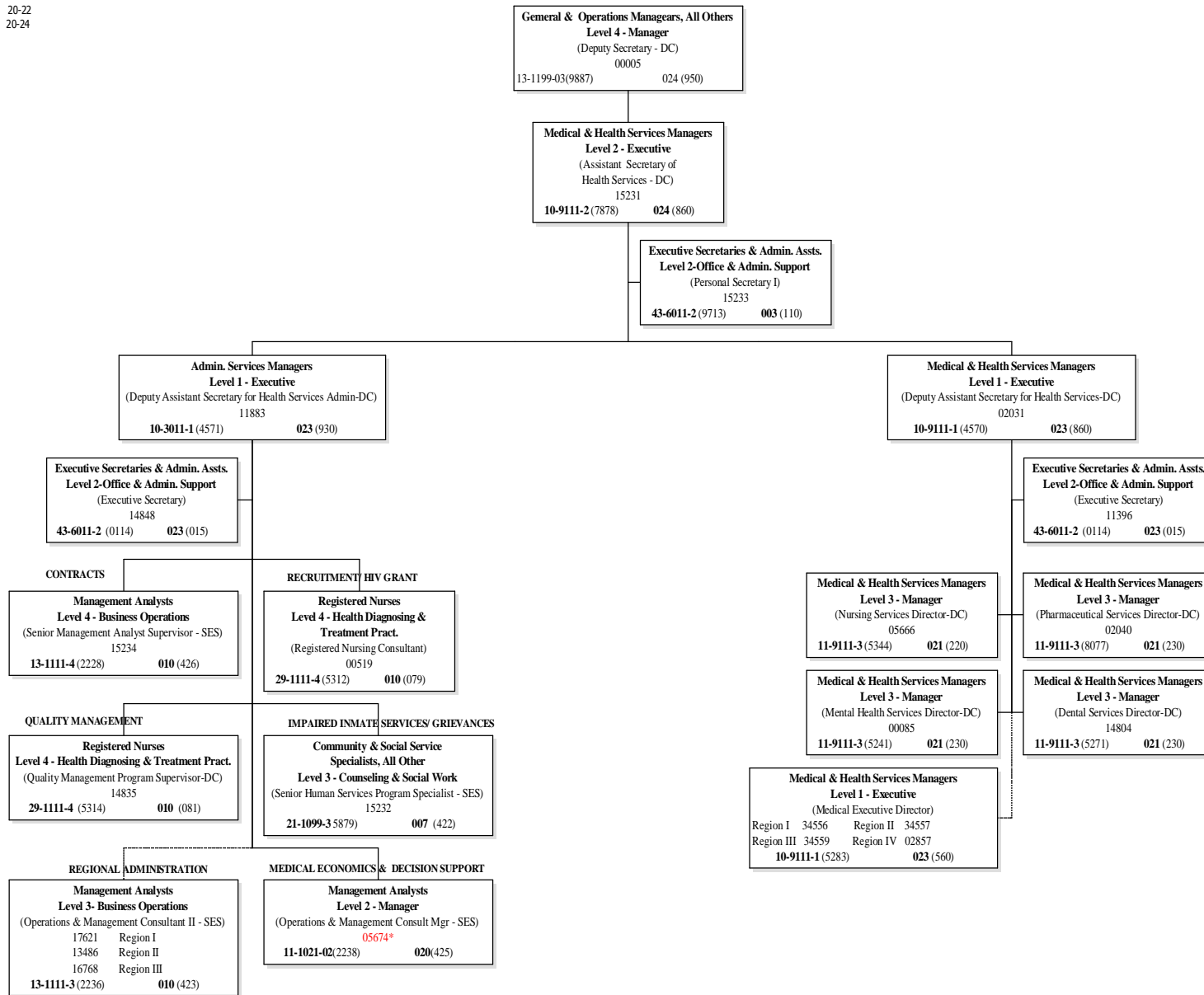


Registered Nurse Specialist F/C #05675 physical location transferred from Region II to Region IV.
 Registered Nurse Specialist F/C # 42909 established. Organizationally assigned to Central Office. Physically located in Region I.

Department of Corrections 70
 Office of Health Services 50
 Central Office 20
 Contracts 20-20
 Recruitment 20-21
 Planning & Evaluation 20-22
 Quality Management 20-24

**Office of Health Services
 Central Office - Overview**

Submitted: __/__/08
 Verified: _____ H. Reese
 Effective Date: __/__/08

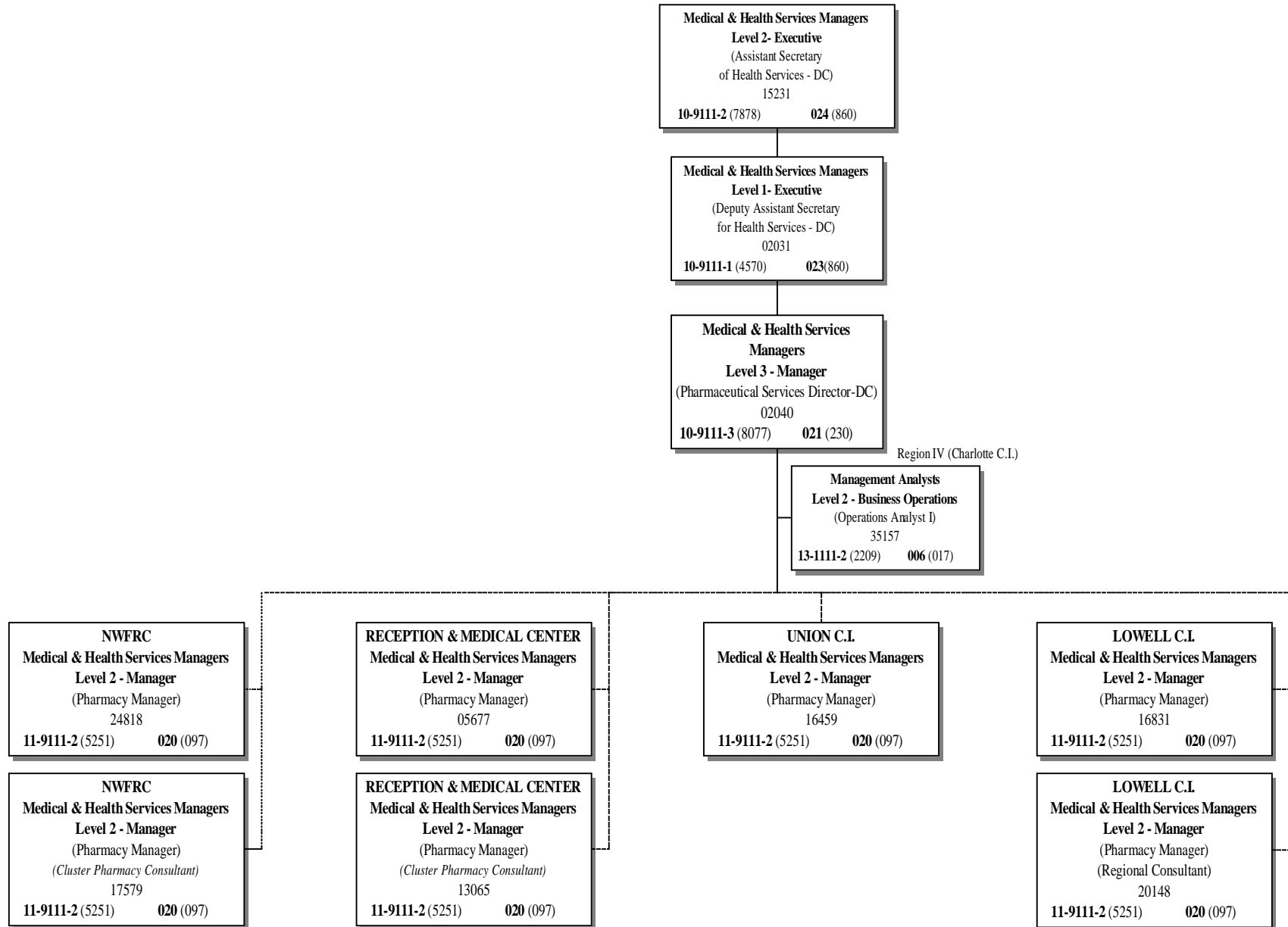


8/22/08 - 05674 Moved various positions around to enhance the reports function - developing into the Medical Economics & Dec. Support section.

Department of Corrections 70
 Assistant Secretary of Health Services 50
 Medical Services 10
 Pharmacy Services 20

**Office of Health Services
 Central Office-Pharmacy Services**

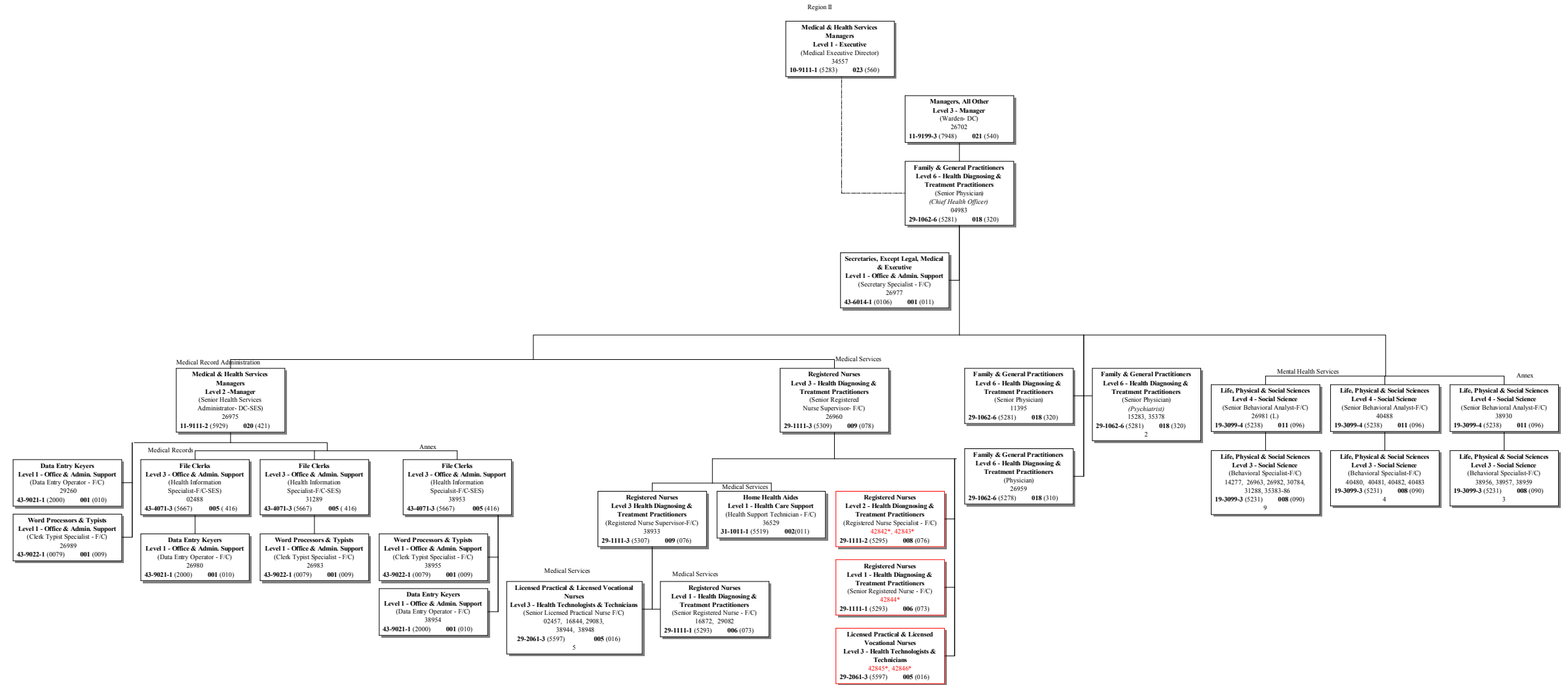
Submitted: _____ 3825/08 _____
 Verified by: _____ Brenda Williams _____
 Effective Date: _____ 3/21/08 _____



Department of Corrections 70
 Lake City Service Center 32
 Region II 20
 Columbia C.I. 35
 Main 49
 Medical Services 27
 Mental Services 28
 Dental Services 29

Columbia Correctional Institution
Medical and Mental Health Services
 Chart 1 of 2

Submitted: 7/17/09
 Verified: Brenda Williams
 Effective: 7/10/09



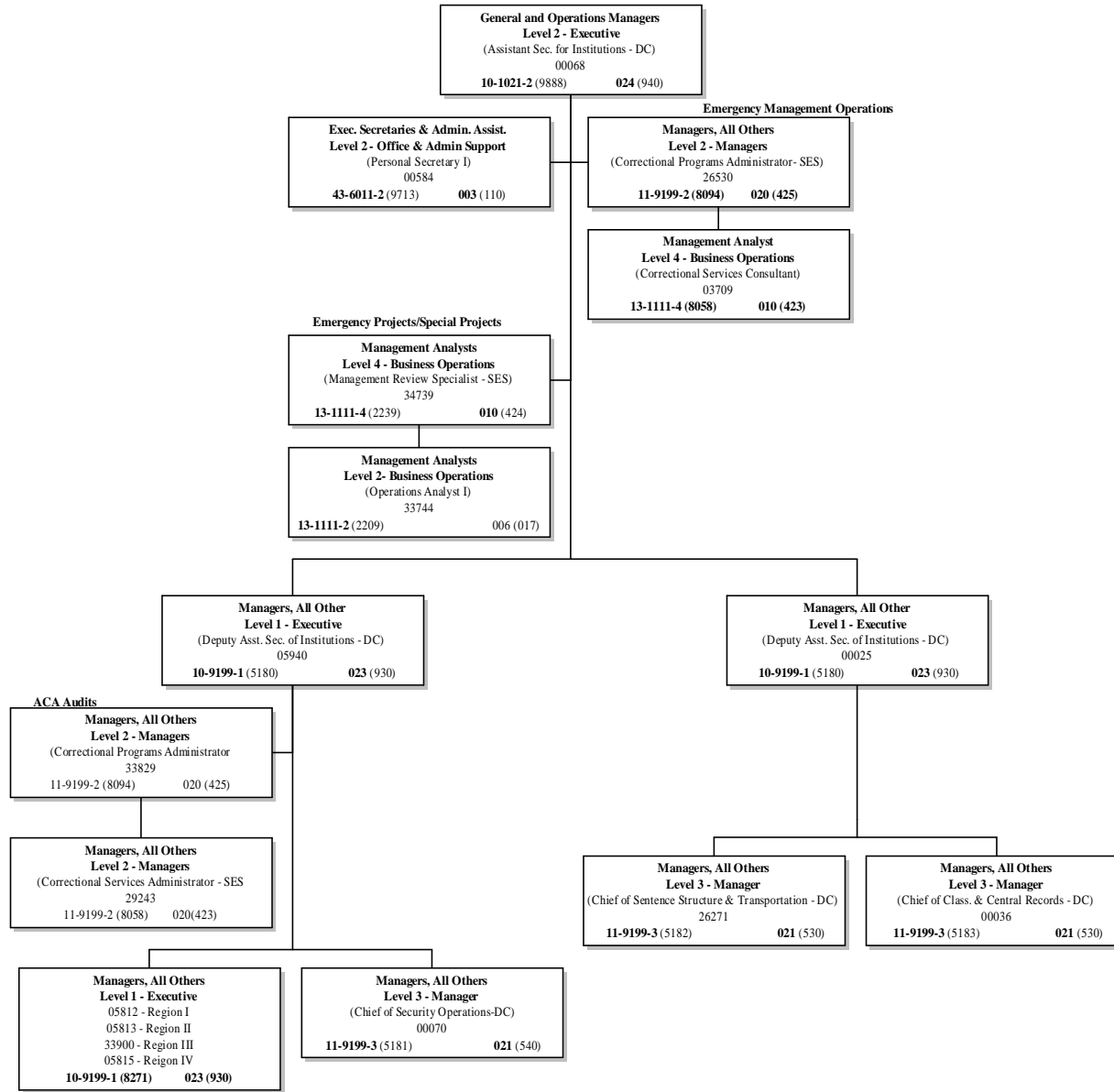
Sr. Behavioral Analyst F/C #42706 established to relieve overlap. Position then transferred to Lancaster C.I. There was no position at Lancaster so incumbent was overlapped in Columbia position. New position should have been established at Lancaster C.I. RN Specialist F/C 3 42842 & # 42843; Sr. RN F/C #42844; and Sr. LPN F/C # 42845 & # 42846 established to reduce Agency use

Dental Services on separate chart.

Department of Corrections 70
 Security and Institutional Management 30
 Institution Operations 01
 Institution Classification 02
 Security Operations 01/10
 Classification & Central Records 02/10
 Sentence Structure and Classification 02/11

**Security & Institutional Management
 Central Office Overview**

Submitted : 7-17-08
 Verified By: Christie Green
 Effective: 7-1-08

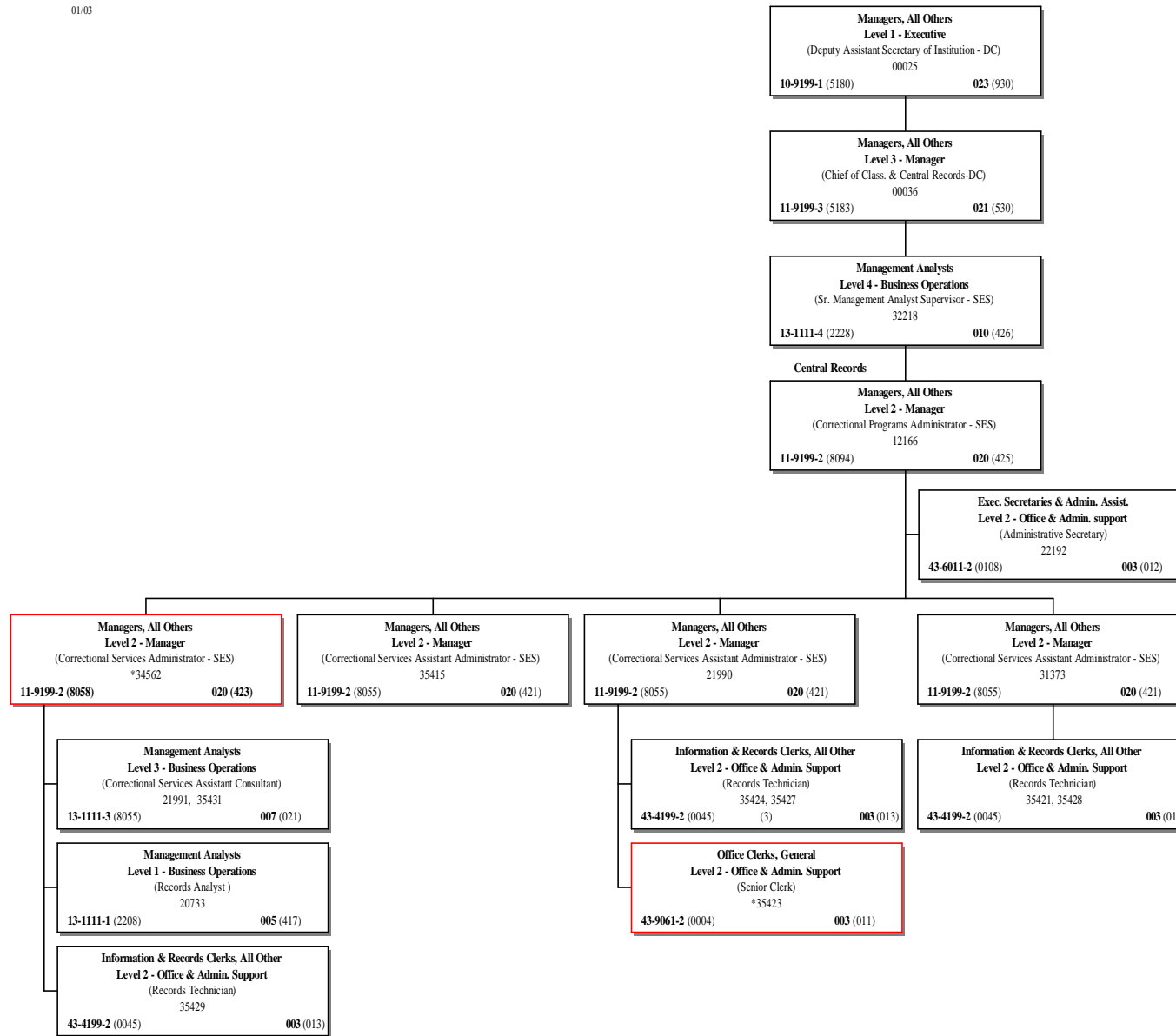


Position 40750 - Executive Secretary was deleted effective 7-1-08

Department of Corrections 70
 Security & Institutional Management 30
 Institution Classification 02
 Classification & Central Records 10
 State Classification 01
 Central Visitation 01/01
 Central Records 01/02
 State Classification 01/03

Security and Institutional Management Classification and Central Record - Central Records

Submitted: 9-24-08
 Verified by: Christie Green
 Effective 9-19-08

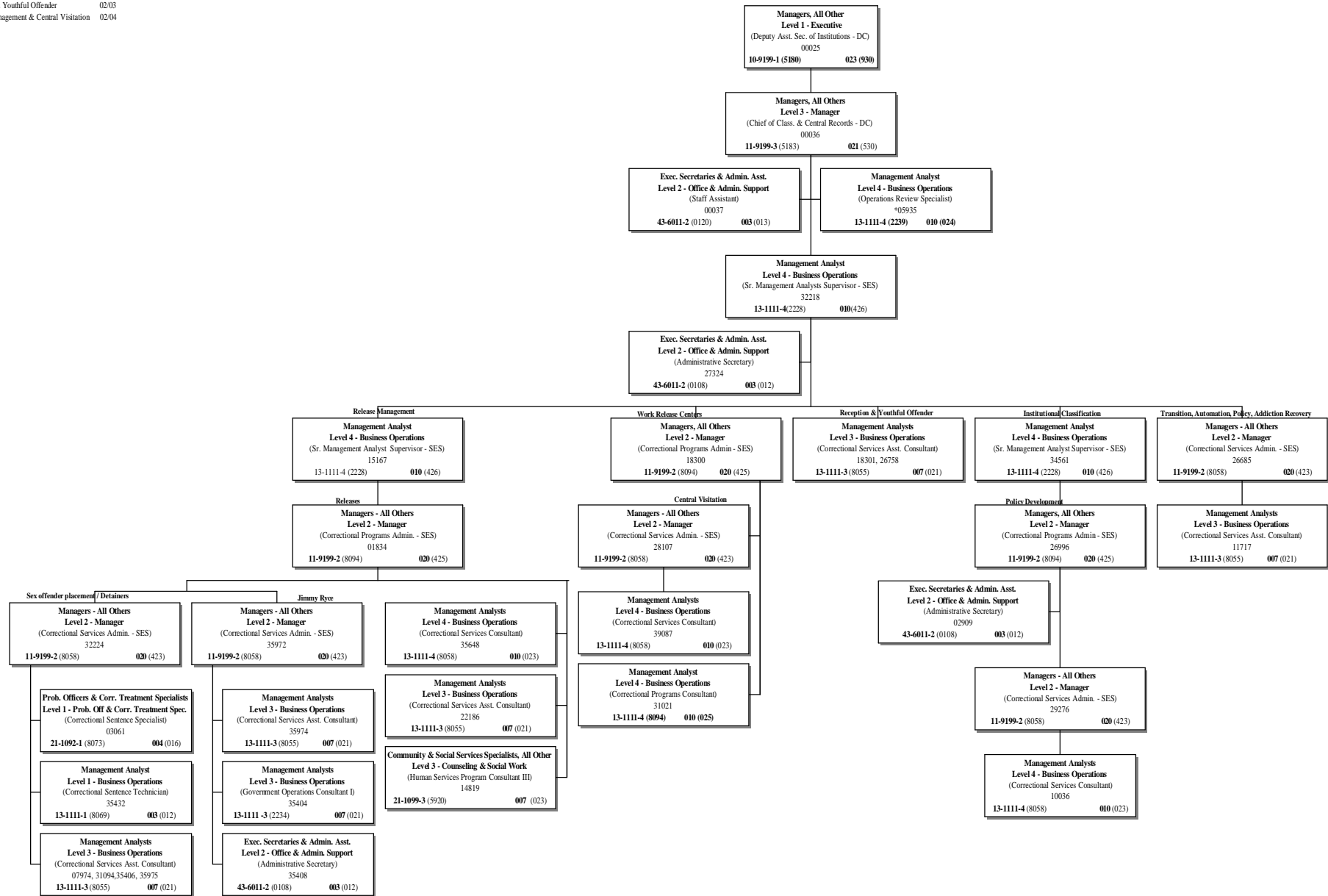


Moved position 34562 - CSA from Policy Development to Central Records to replace a deleted position effective 9-19-08. Changed the supervisor on position 35423 from 35415 to 21990 effective 9-19-08

Department of Corrections 70
 Security & Institutional Management 30
 Institution Classification 02
 Classification & Central Records 10
 Institution Classification 02/01
 Inmate Labor 02/02
 Reception & Youthful Offender 02/03
 Release Management & Central Visitation 02/04

Security & Institution Management
Institution Classification - Inmate Labor - Reception & Youthful Offenders - Release Management/Central Visitation

Verified: 7-28-09
 Submitted By: Christie Green
 Effective Date: 7-24-09

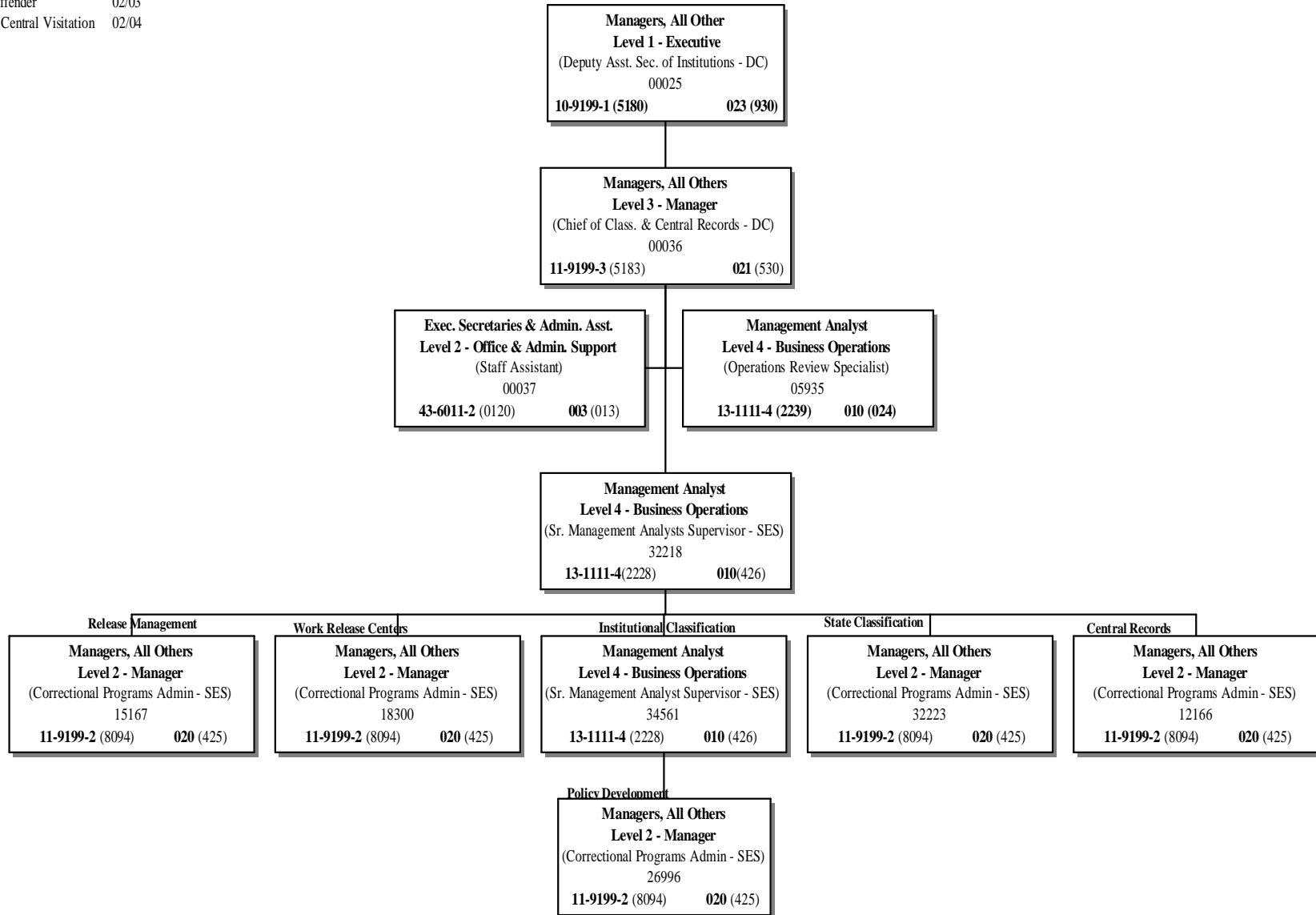


Deleted Correctional Programs Administrator - SES position 00076 (Reception & Youthful offender unit) and Sr. Clerk position 35978 effective 7-24-09

Department of Corrections 70
 Security & Institutional Management 30
 Institution Classification 02
 Classification & Central Records 10
 Institution Classification 02/01
 Inmate Labor 02/02
 Reception & Youthful Offender 02/03
 Release Management & Central Visitation 02/04

Security & Institution Management Classification & Central Records (overview)

Verified: 8-12-09
 Submitted By: Christie Green
 Effective Date: 7-24-09

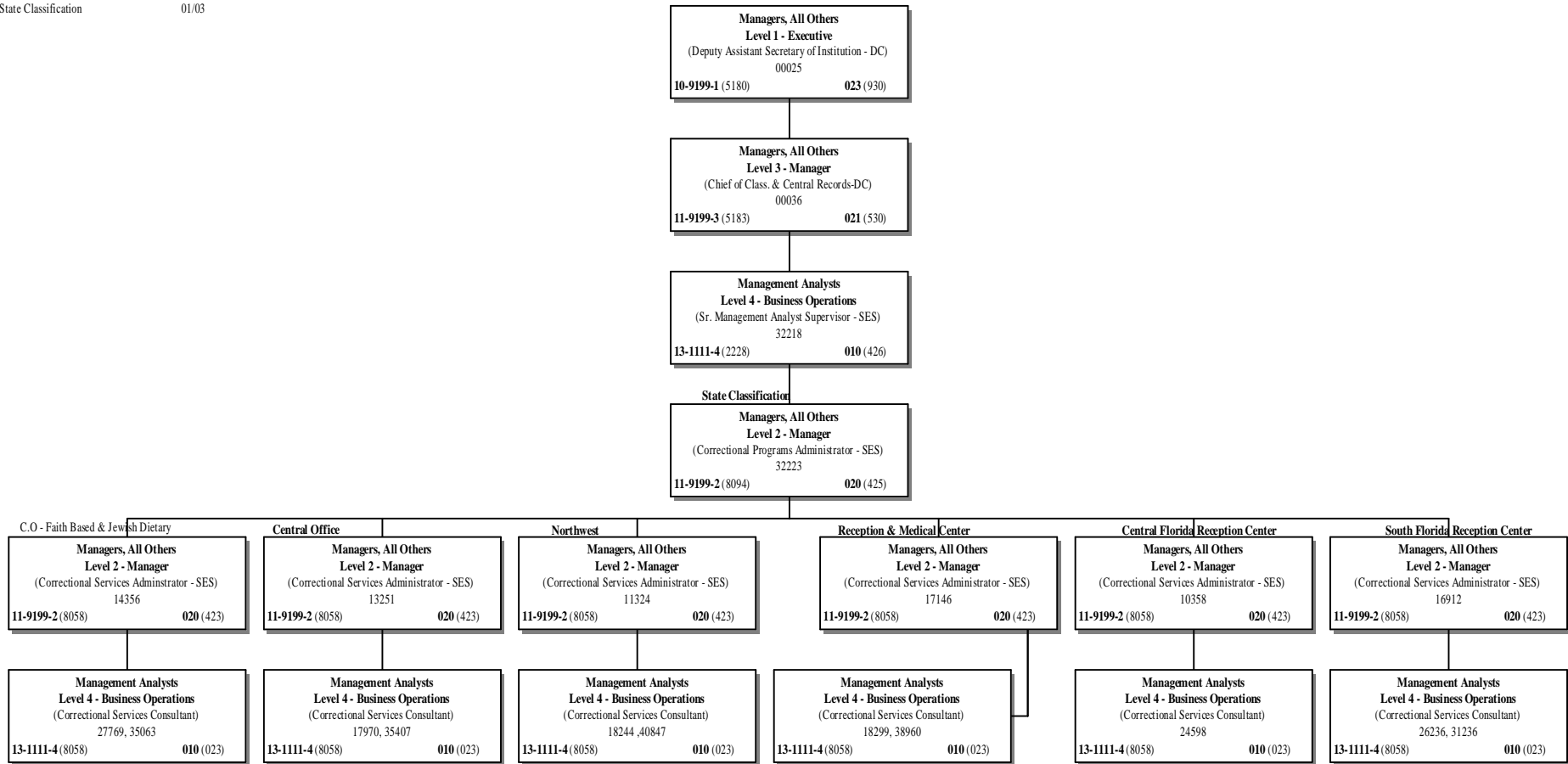


Positron 00076 - Correctional Programs Administrator - SES deleted effective 7-24-09

Department of Corrections 70
 Security & Institutional Management 30
 Institution Classification 20
 Classification & Central Records 10
 State Classification 01
 Central Visitation 01/01
 Central Records 01/02
 State Classification 01/03

Security and Institutional Management Classification and Central Record - State Classification

Submitted 7-17-08
 Verified by: Christie Green
 Effective: 7-1-08

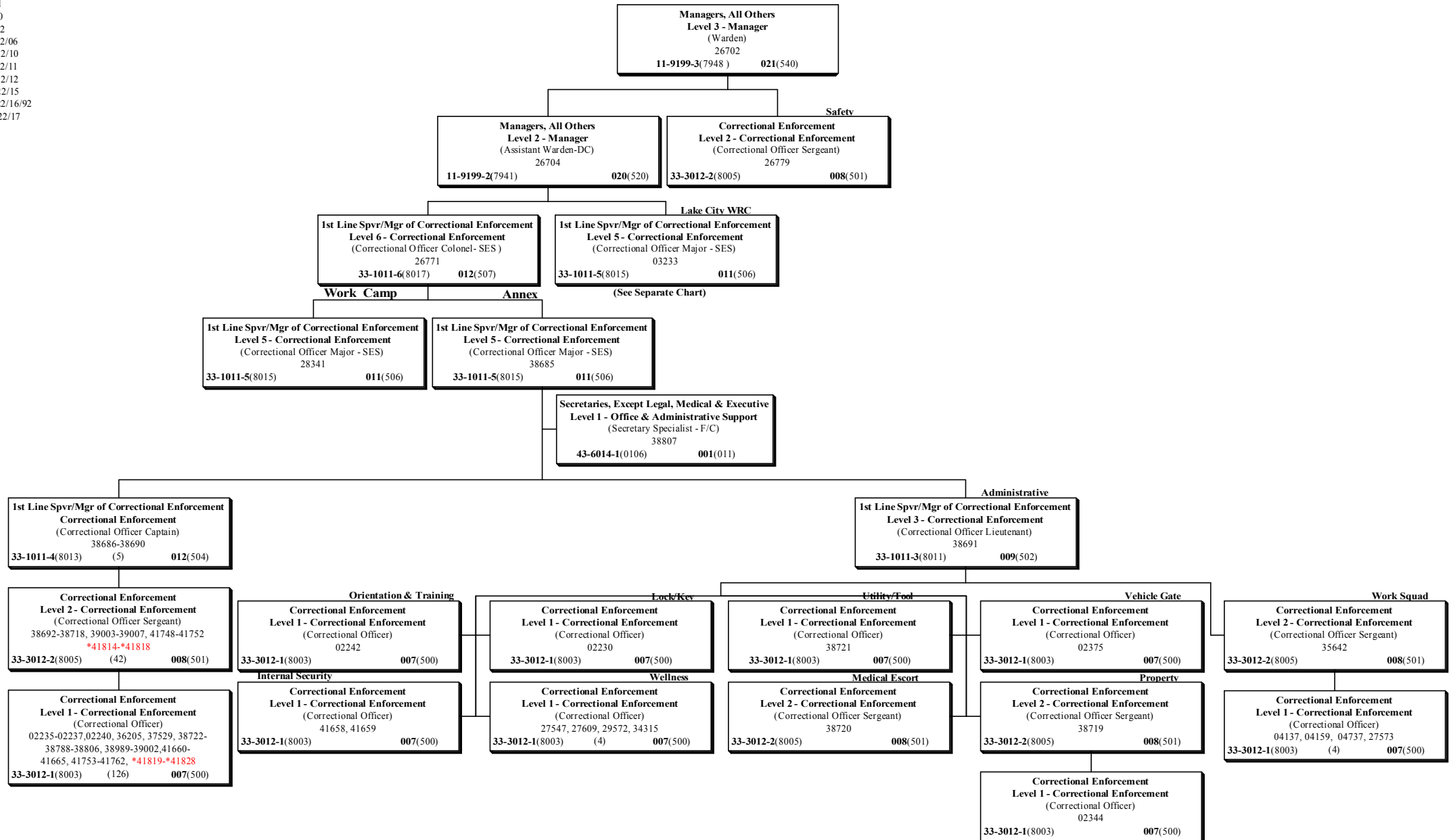


Position 31963 - Administrative Secretary deleted 7-1-08

Department of Corrections	70
Security & Institutional Management	
Administrative Service Center	32
Region II	20
Columbia Correctional Institutional	35
Main Unit	49
Work Camp	50
Annex	51
Lake City WRC	80
Security	22
Medical Escort	22/06
Restricted Labor Squad	22/10
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Program-IWTF	22/16/92
Laundry	22/17

Columbia Correctional Institution Security - Annex

Submitted: 9-30-08
 Verified By: Christie Green
 Effective 10-3-08

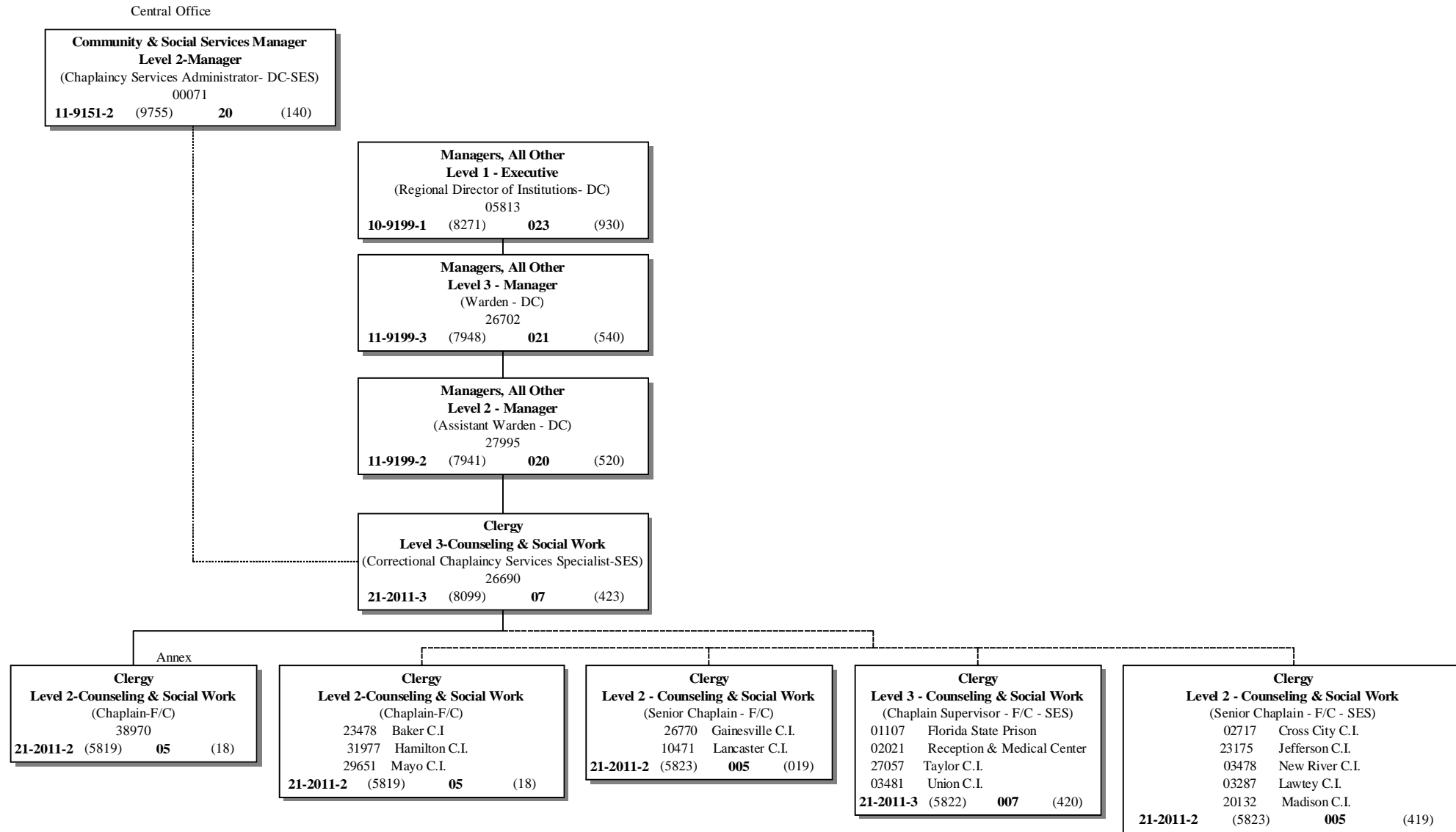


**CDL Requirement Established 5 C. O. Sergeants positions 41814-41818 and 10 Correctional Officer positions 41819-41828 effective 10-3-08

Department Of Corrections 70
 Lake City Service Center 32
 Region II 20
 Columbia C.I. 35
 Main 49
 Chaplaincy 26

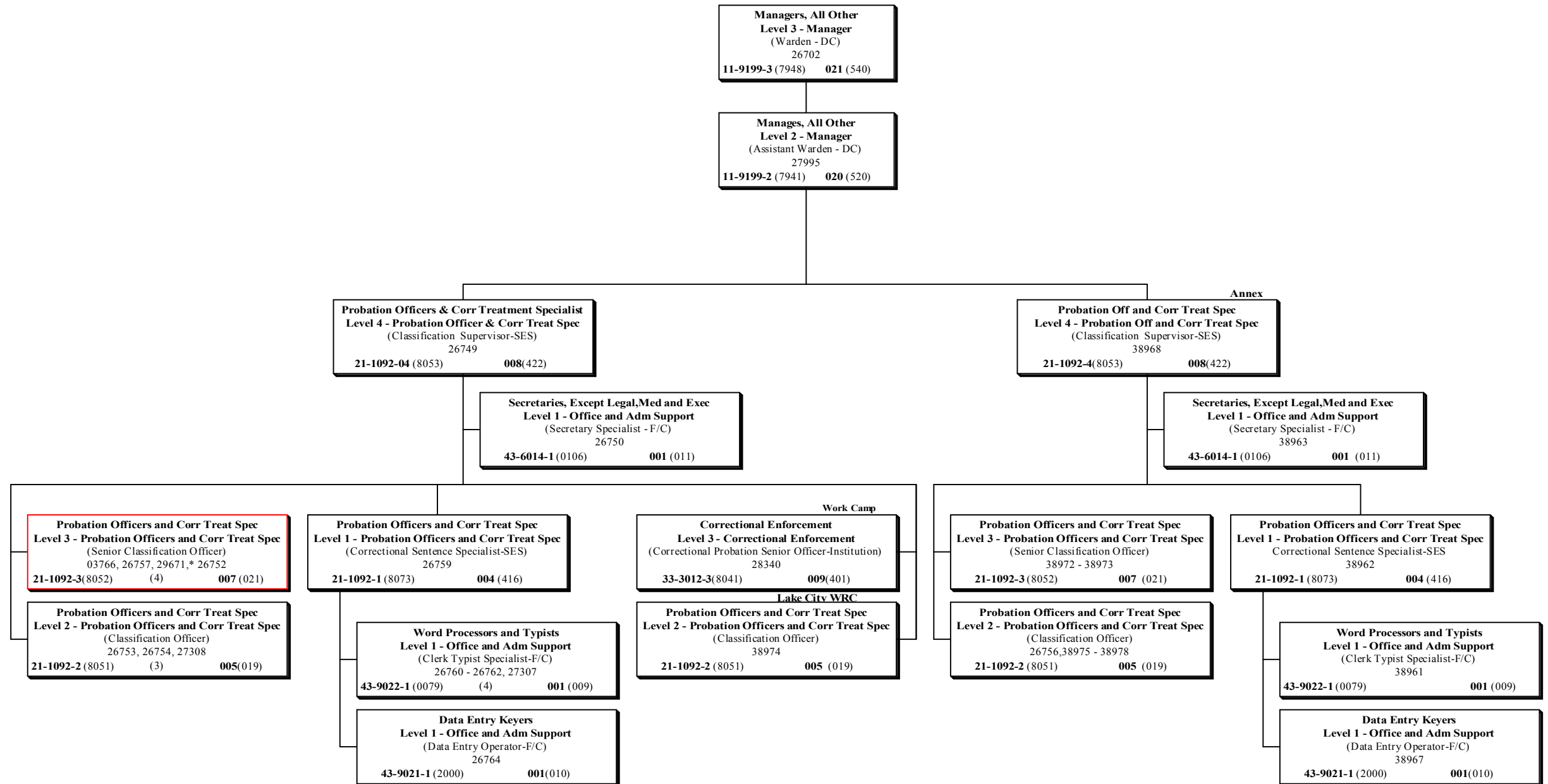
**Columbia Correctional Institution
 Chaplaincy Services**

Submitted: 7/15/08
 Verified: Brenda Williams
 Effective: 7/1/08



Sr. Chaplain F/C #37197 and Chaplain F/C #28404 deleted as part of the 2008-09 deletions.

COLUMBIA CORRECTIONAL INSTITUTION CLASSIFICATION & RECORDS

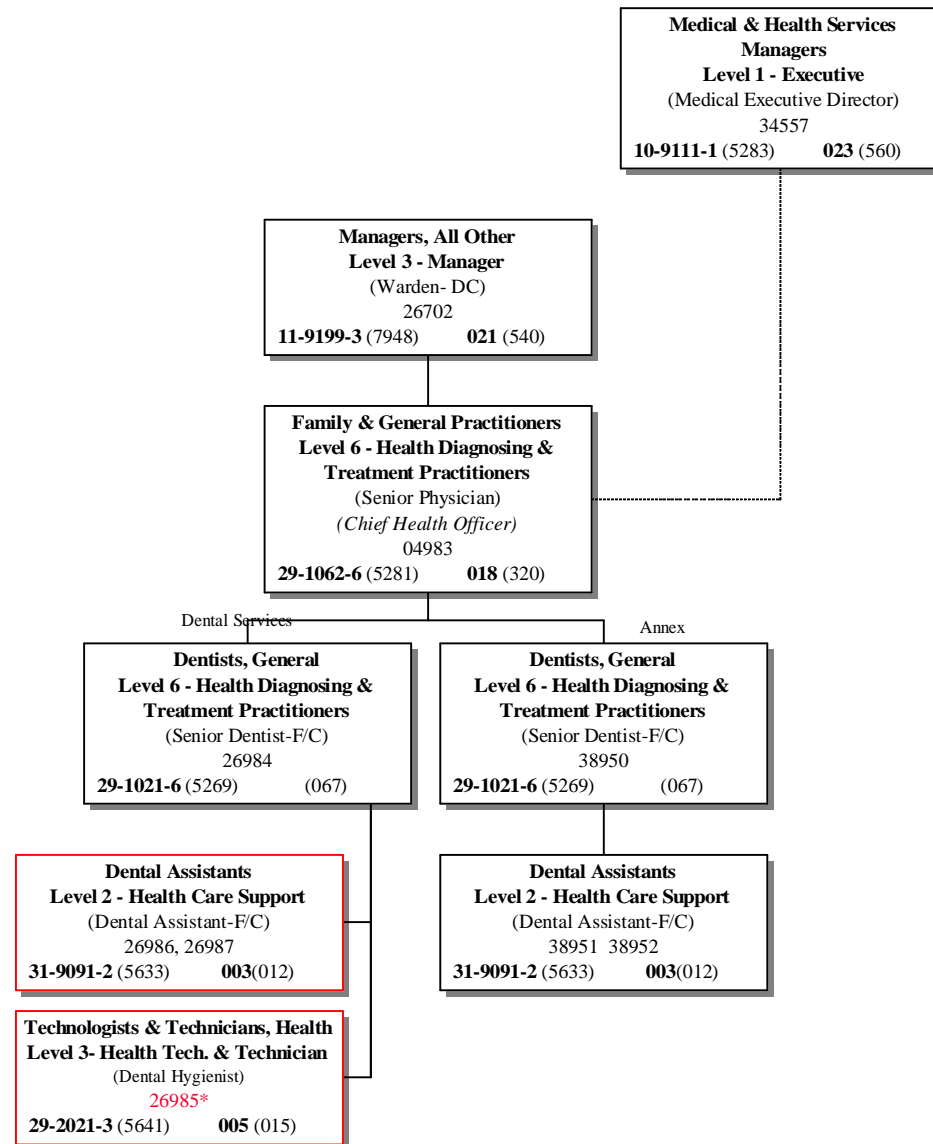


*Position 26752 reclassified from Correctional Probation Sr. Officer - Institution to Sr. Classification Officer effective 5-1-09

Department of Corrections	70
Lake City Service Center	32
Region II	20
Columbia C.I.	35
Main	49
Medical Services	27
Mental Services	28
Dental Services	29

**Columbia Correctional Institution
Health Services
Chart 2 of 2**

Submitted: ___2/5/09
 Verified: ___Brenda Williams___
 Effective ___2/6/09



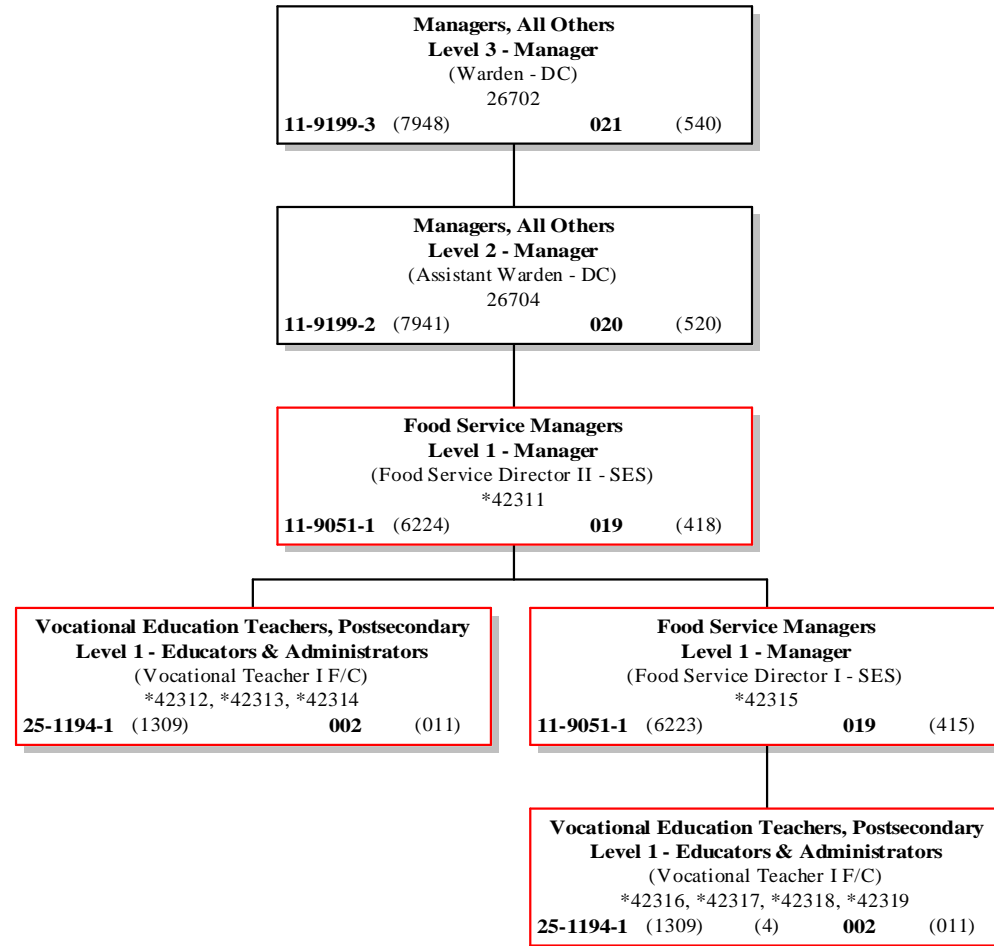
Dentist F/C #26985 reclassified to Dental Hygienist.

Medical & Mental Health Services on separate chart.

Department of Corrections 70
 Lake City Service Center 32
 Region II 20
 Columbia C. I. 35
 Main Unit 49
 Food Service 15

Columbia Correctional Institution Food Service

Submitted: 7-8-09
 Verified: Christie Green
 Effective: 7-10-09

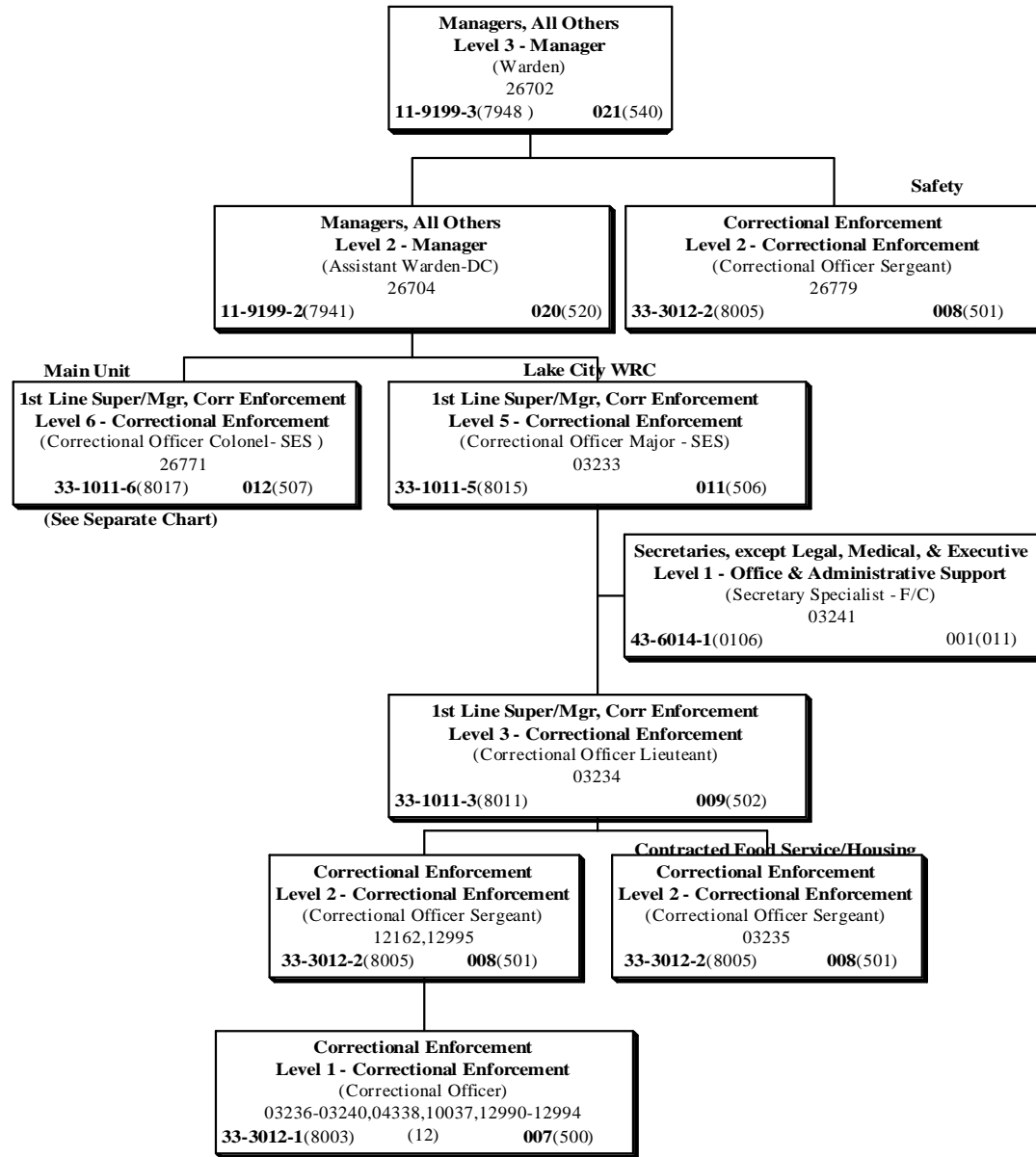


Established Food Service Director II - SES position 42311 and Food Service Director I - SES 42315, and Vocational Instructor I F/C positions 42312-42314 and 42316-42319 effective 7-10-09

Department of Corrections	70
Security & Institutional Management	
Lake City Service Center	32
Region II	20
Columbia Correctional Institutional	35
Main Unit	49
Work Camp	50
Annex	51
Lake City WRC	80
Security	22
Medical Escort	22/06
Restricted Labor Squad	22/10
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Program-IWTF	22/16/92
Laundry	22/17

Columbia Correctional Institution Lake City WRC - Security

Submitted 7-29-03
 Verified By: Christie Green
 Effective: 7-29-03



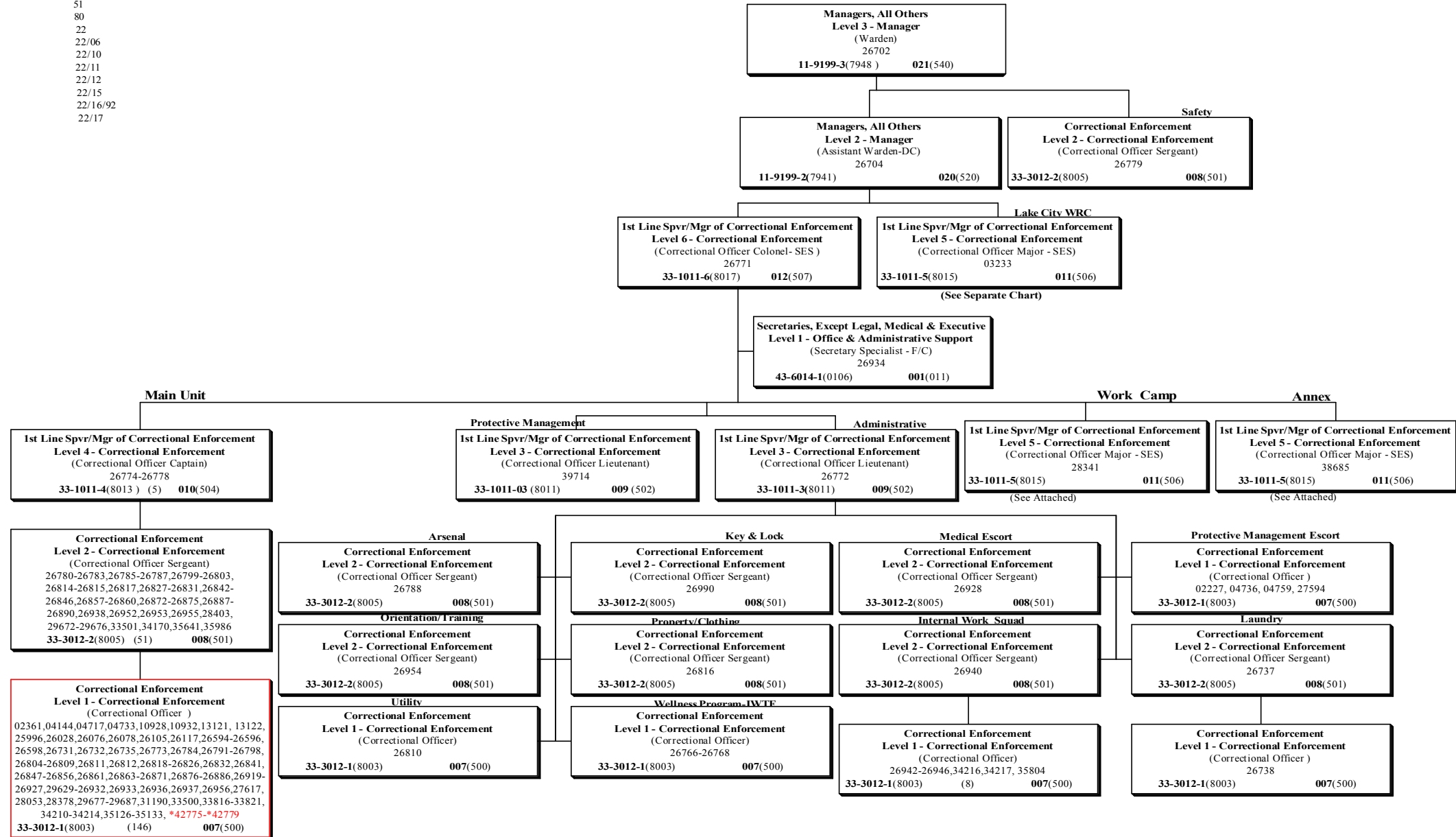
**CDL Requirement

Chart split due to size increasing 7-29-03

Department of Corrections	70
Security & Institutional Management	
Administrative Service Center	32
Region II	20
Columbia Correctional Institutional	35
Main Unit	49
Work Camp	50
Annex	51
Lake City WRC	80
Security	22
Medical Escort	22/06
Restricted Labor Squad	22/10
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Program-IWTF	22/16/92
Laundry	22/17

Columbia Correctional Institution Security - Main Unit

Submitted: 7-14-09
Verified By: Christie Green
Effective: 7-24-09

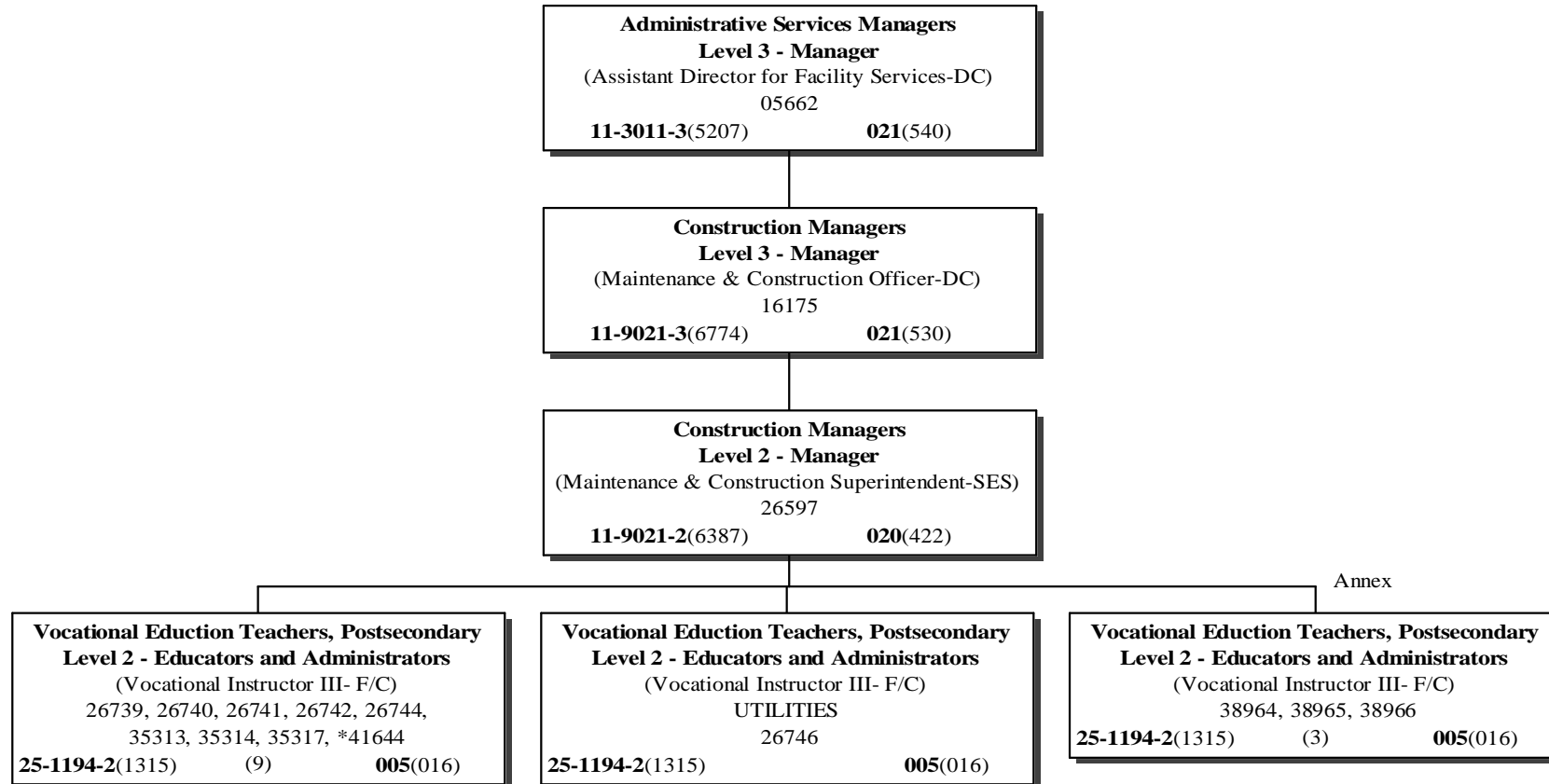


**CDL Requirement Established Correctional Officer positions 42775 - 42779 effective 7-24-09

Department of Corrections 70
 Securites & Institutional Management 32
 Lake City Service Center 20
 Columbia C.I. 35
 Main-Maintenance 49-36
 Main-Maintenance-Utilities 49-36-01
 Main-Maintenance-Fleet 49-36-02

FACILITIES SERVICES: MAINTENANCE & CONSTRUCTION
Columbia Correctional Institution

Submitted: 7-28-08
 Verified by: Christie Green
 Effective: 7-25-08

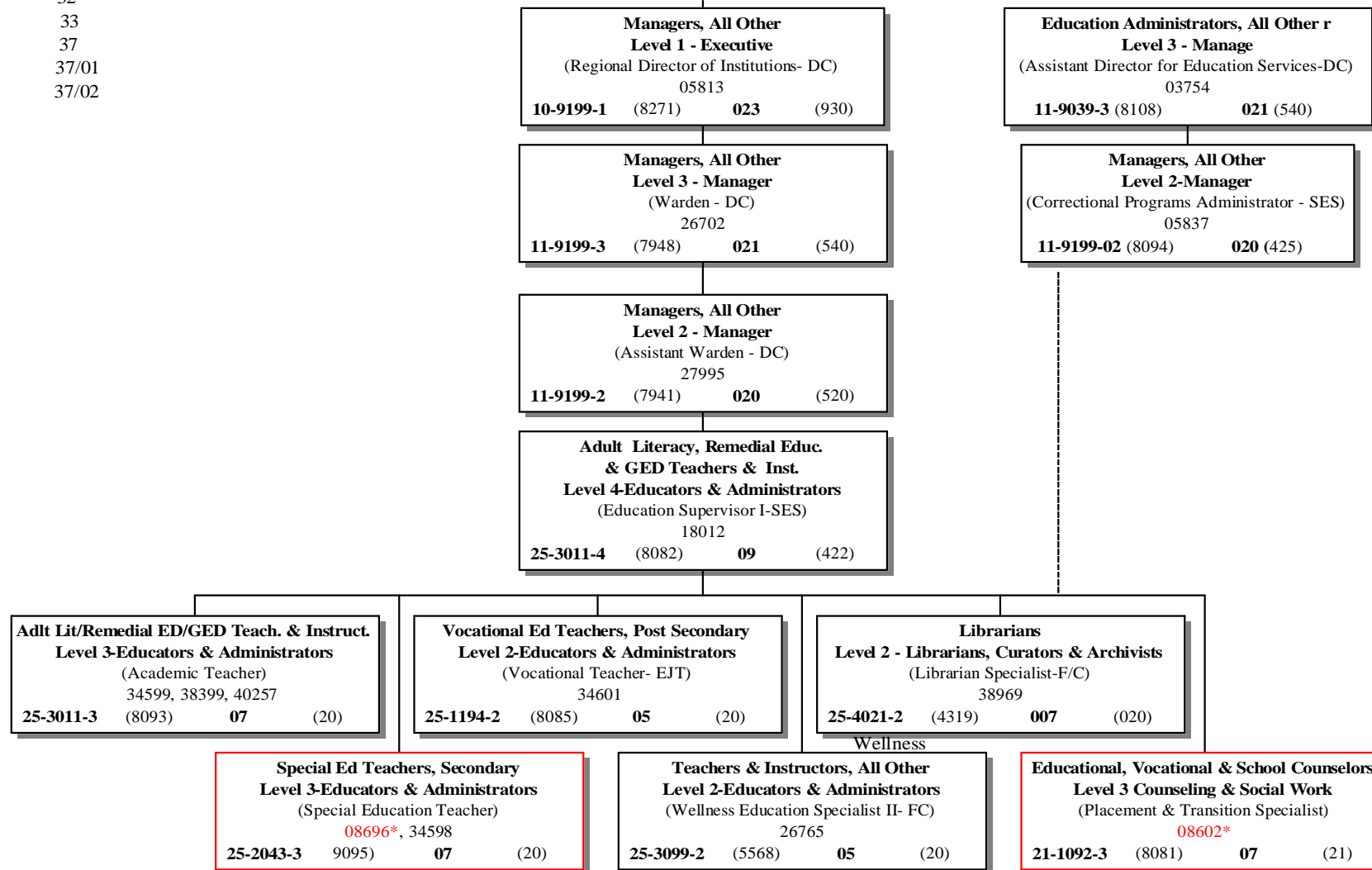


Position 41644 established as a Vocational Instructor III F/C effective 7-25-08

Department of Corrections	70
Lake City Service Center	32
Region II	20
Columbia C.I.	35
Main	49
Library Services	30
Wellness Education	32
Transition	33
Academic	37
Vocational	37/01
Administration	37/02

**Columbia Correctional Institution
Program Services**

Submitted: 7/30/08
 Verified: Brenda Williams
 Effective: 8/8/08

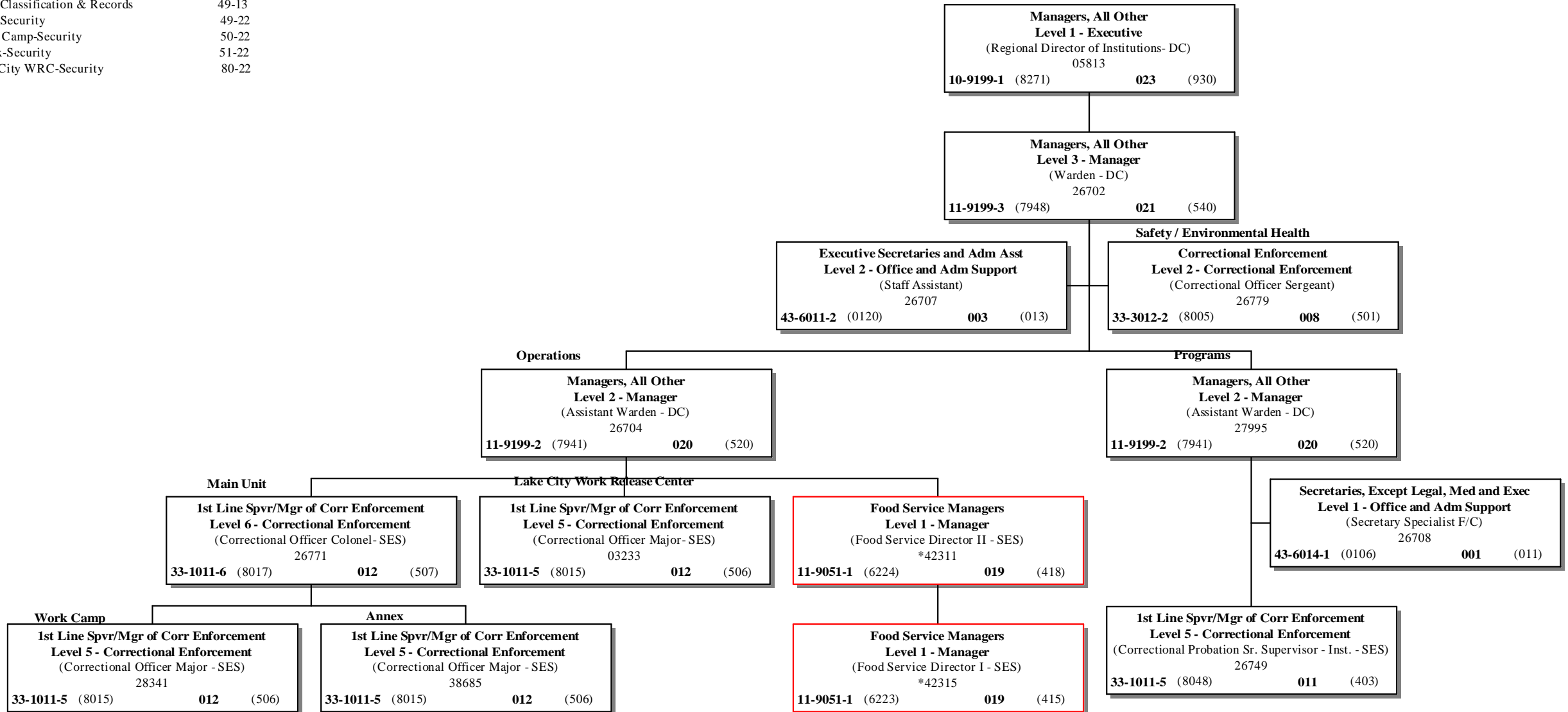


Special Education Teacher #08696 and Placement & Transition Specialist #08602 transferred from Baker C.I.

Department of Corrections	70
Security & Institutional Management	
Administrative Service Center	32
Region II	20
Columbia C.I.	35
Main Unit	49
Main-Warden's Office	49-01
Main-Warden's Office-Safety	49-01-05
Main-Classification & Records	49-13
Main-Security	49-22
Work Camp-Security	50-22
Annex-Security	51-22
Lake City WRC-Security	80-22

**COLUMBIA C.I.
WARDEN'S OFFICE**

Submitted: July 7, 2004
 Verified by: L. Huie
 Effective: July 16, 2004

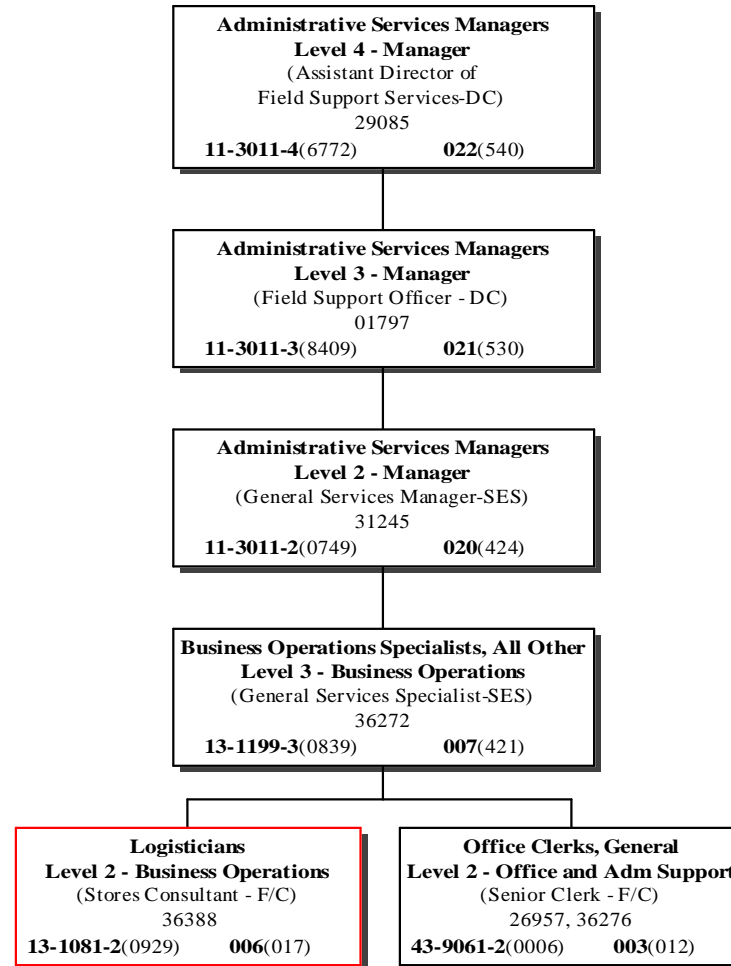


Established Food Service Director II - SES position 42311 and Food Service Director I - SES position 42315 effective 7-10-09

Department of Corrections 70
 Security & Institutional Management
 Lake City Service Center 32
 Region II 20
 Columbia C.I. 35
 Main-Warehouse-Canteen 49-17
 Main-Warehouse-Mailroom 49-17-02

Columbia C.I./ Warehouse -Mailroom

Submitted: 7/8/04
 Verified by: B. Williams
 Effective: 7/2/04

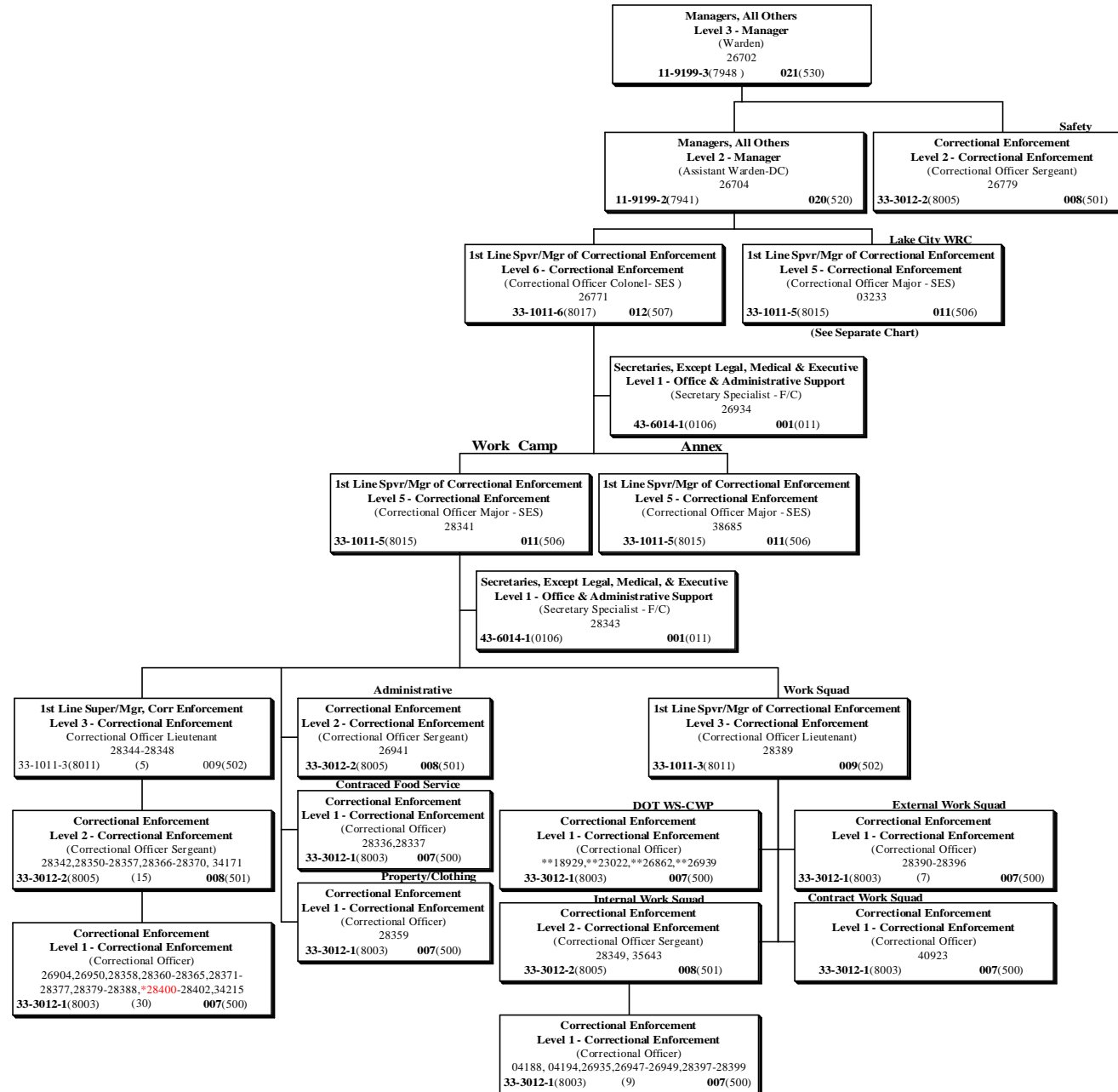


Logisticians - Level 2 (Stores Consultant - F/C) #36264 deleted due to outsourcing of Canteen services.

Department of Corrections	70
Security & Institutional Management	
Administrative Service Center	32
Region II	20
Columbia Correctional Institutional	35
Main Unit	49
Work Camp	50
Annex	51
Lake City WRC	80
Security	22
Medical Escort	22/06
Restricted Labor Squad	22/10
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Program-IWTF	22/16/92
Laundry	22/17

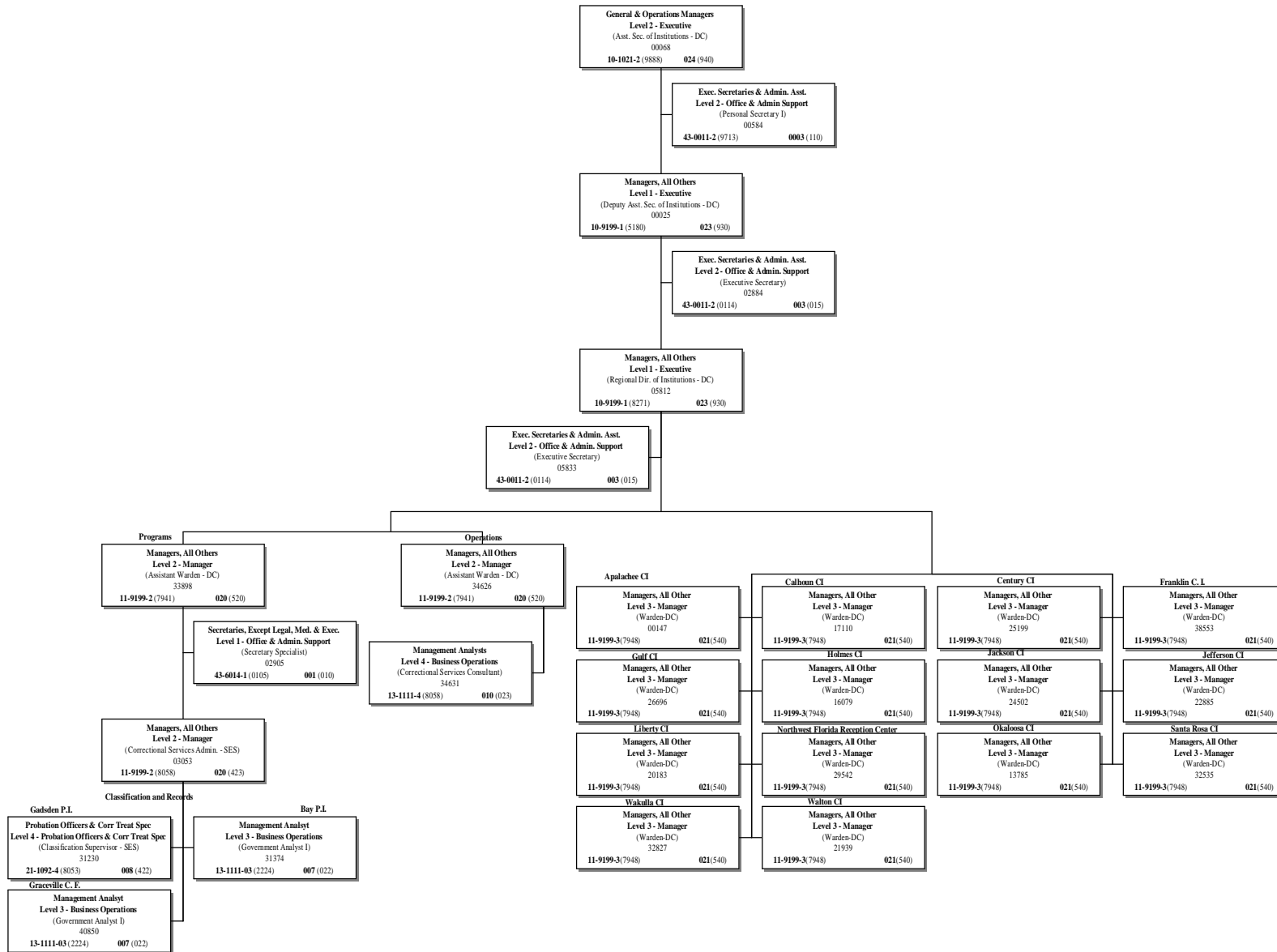
Columbia Correctional Institution Security - Work Camp

Submitted: 9-8-08
Verified By: Christie Green
Effective: 9-5-08



**CDL Requirement Moved Medical Escort positions 28400 and 28401 from 5-day to 7-day to balance with post charts.

Security and Institutional Management
 Regional Director's Office - Region I
 CURRENT

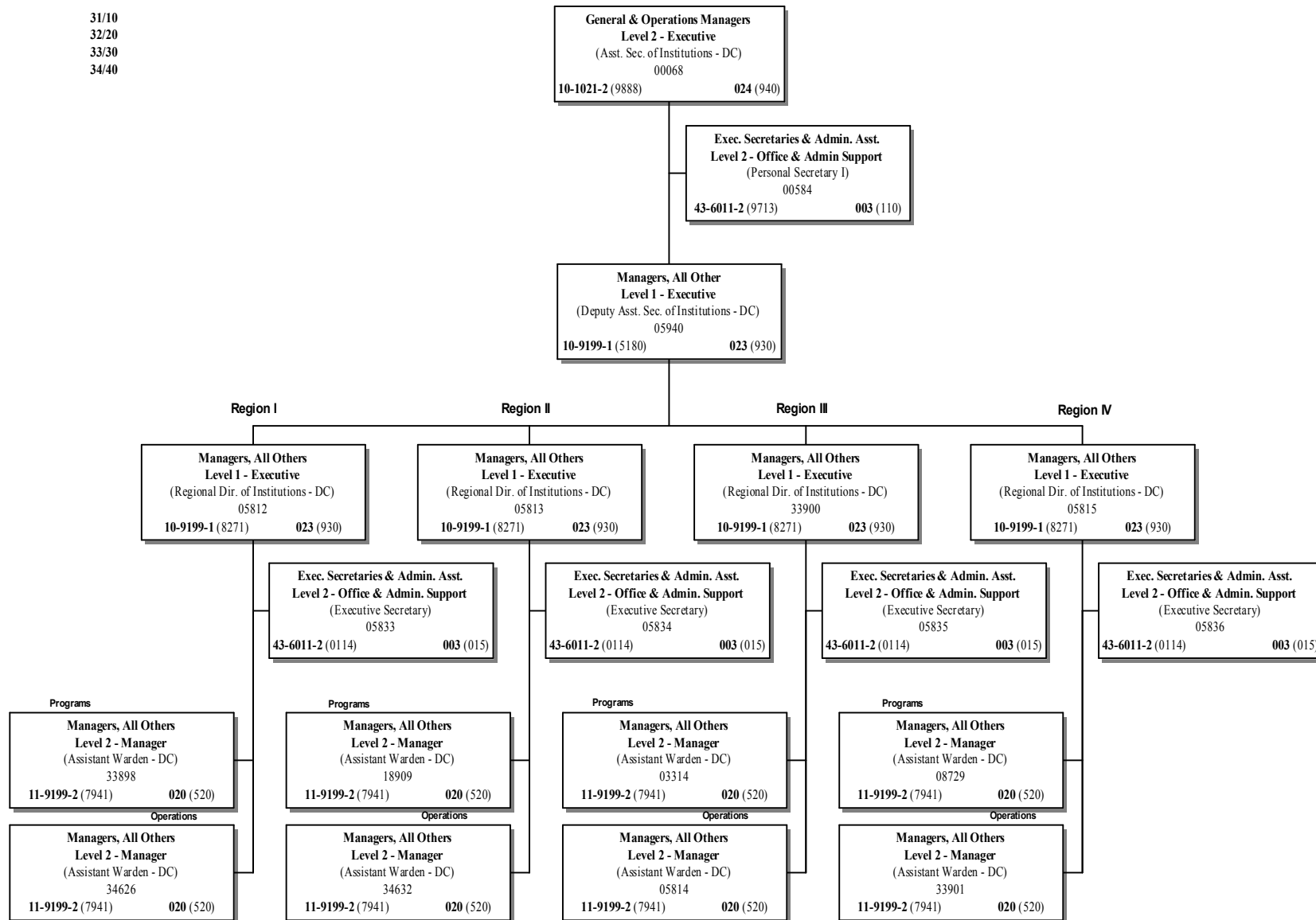


Position 12922 - Correctional Services Consultant and position 08706 - Secretary Specialist deleted effective 7-1-08

**Security and Institutional Management
Institutions - Regional Office Overview**

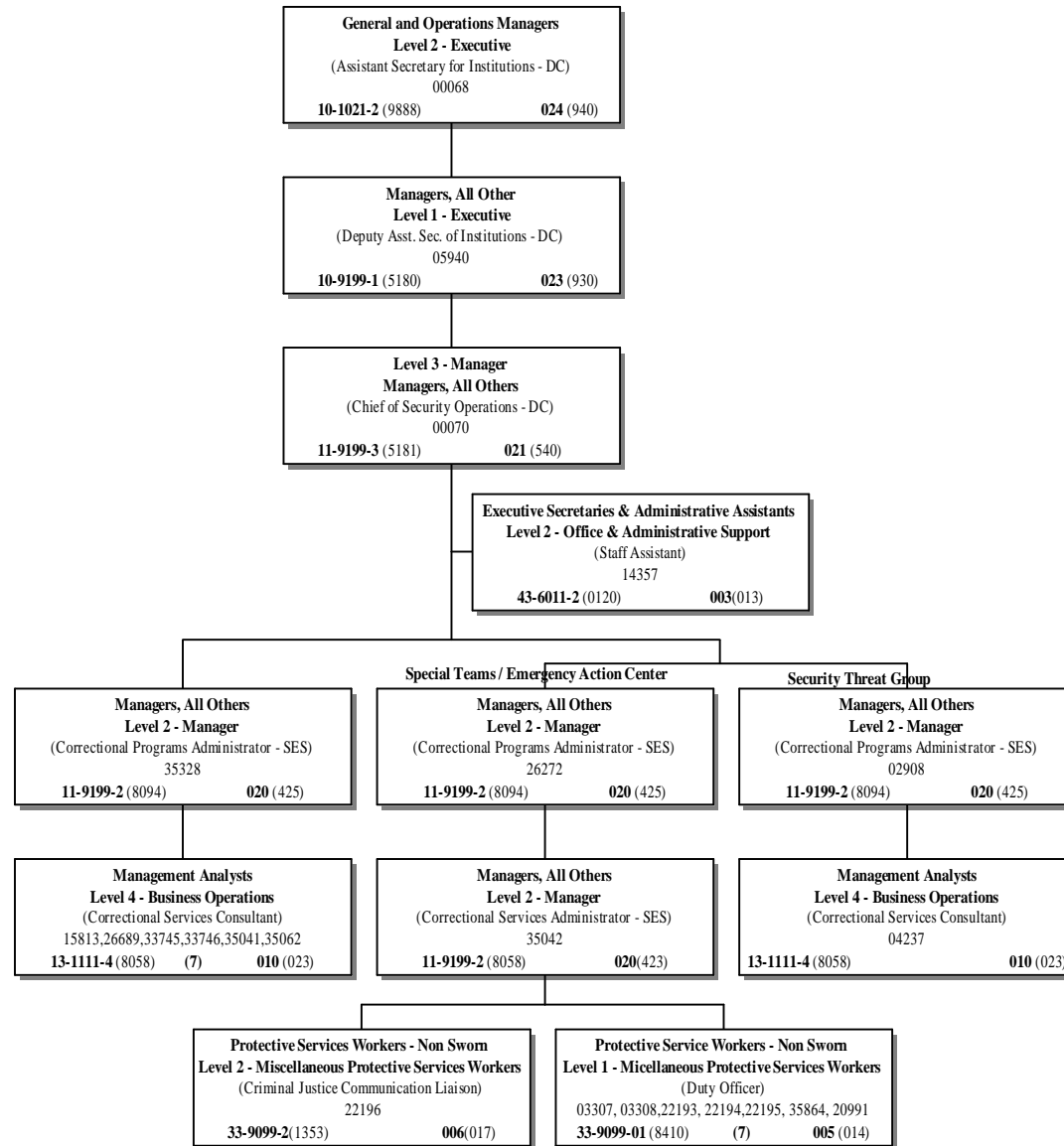
Submitted: 7-17-08
Verified by: Christie Green
Effective 7-1-08

Department of Corrections 70
Security & Institutional Management 30
Region I 31/10
Region II 32/20
Region III 33/30
Region IV 34/40



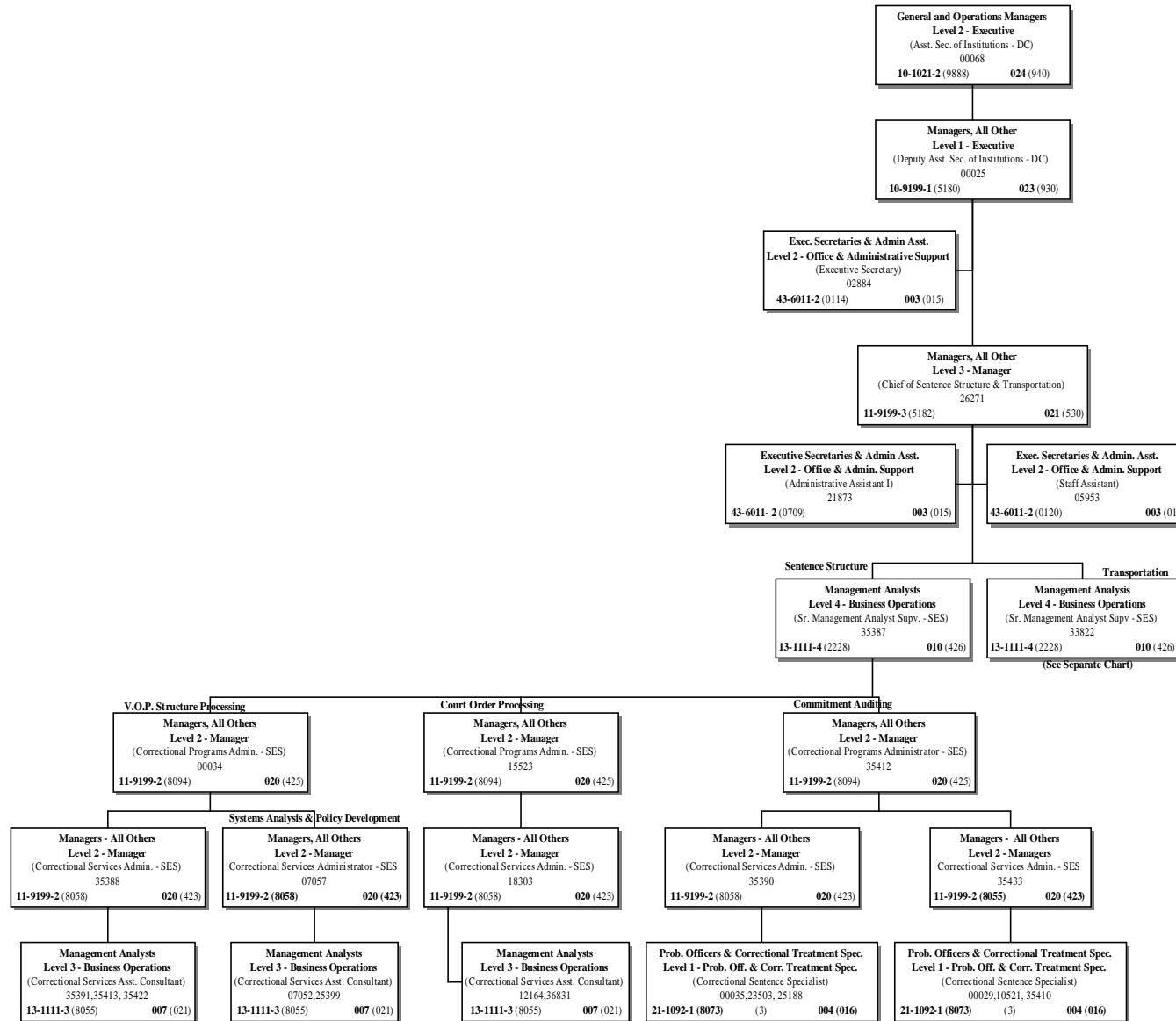
Transferred Executive Secretary position 02884 from Institutions to Administration effective 7-1-08

**Security & Institutional Management
 Security Operations**



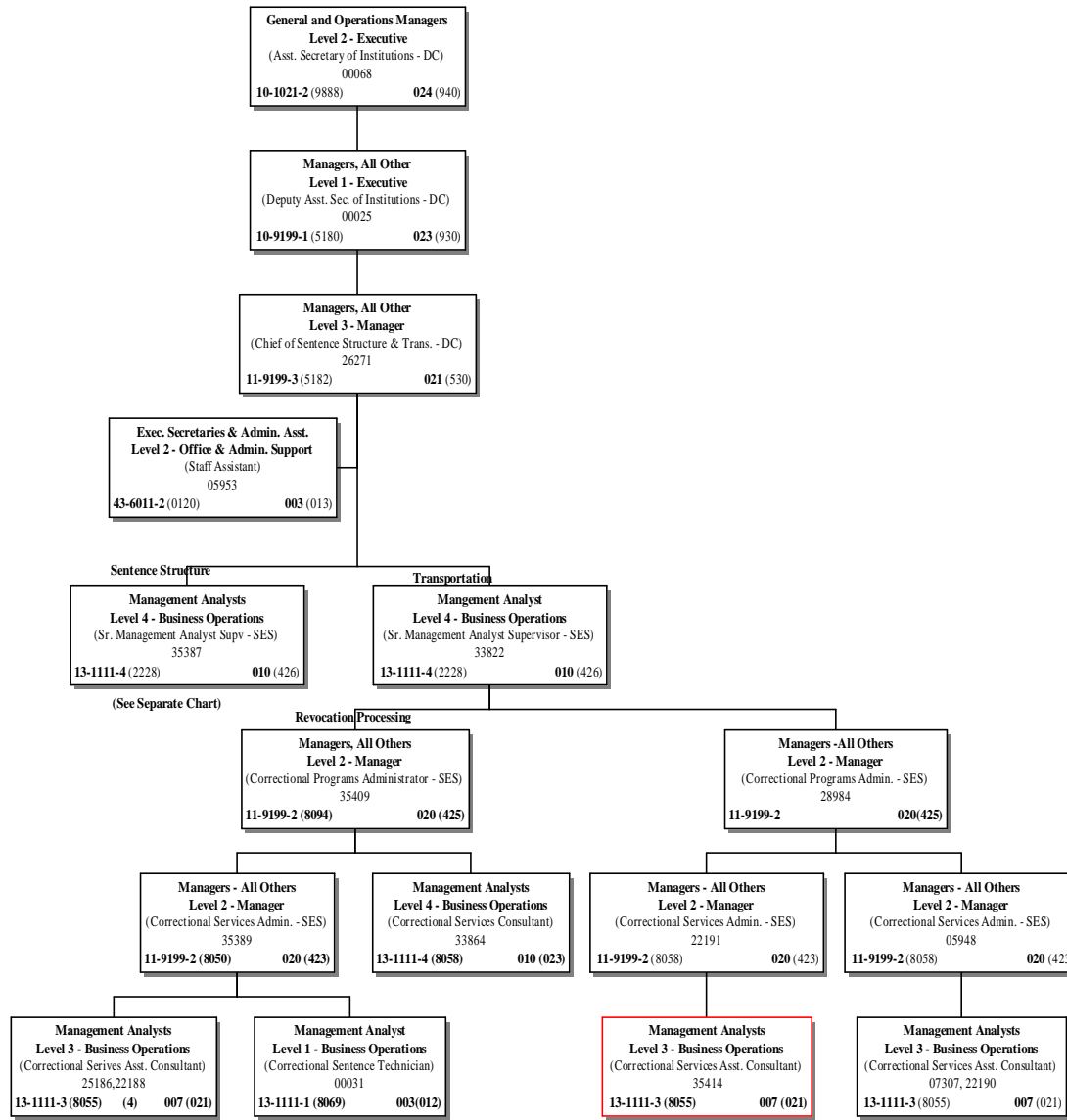
Deleted Secretary Specialist position 03312 and CSAA position 35865 effective 7-1-08

**Security & Institutional Management
 Sentence Structure and Transportation
 Sentence Structure**



Position 35411 - Correctional Sentence Technician - deleted effective 7-24-09

Security & Institutional Management
Sentence Structure and Transportation
Transportation
CURRENT

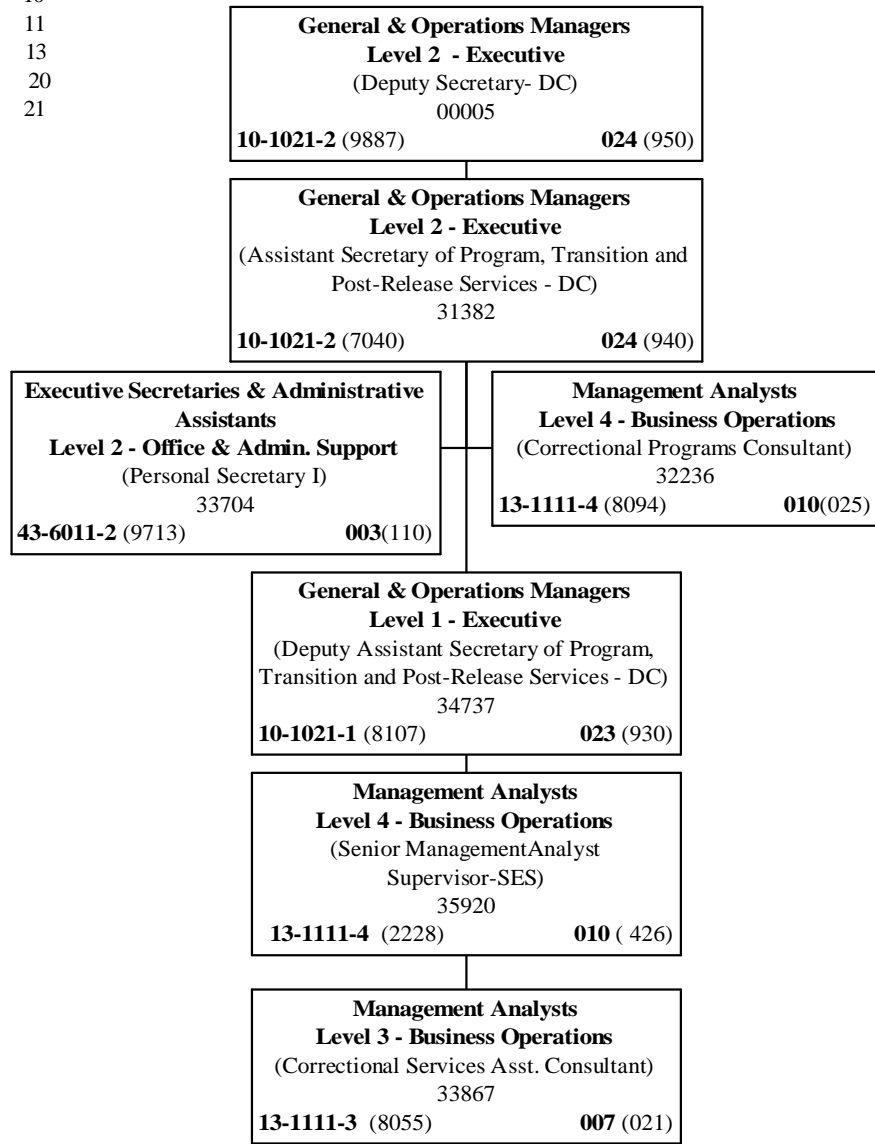


Position 20959 - Correctional Services Assistant Consultant and position 35978 - Senior Clerk - deleted effective 7-24-09

Department of Corrections 70
 Assistant Secretary for Program, Transition & 60
 Post-Release Services
 Deputy Asst. Secretary for Program, Transition & 10
 Post-Release Services
 Substance Abuse 10
 Education Services 11
 Transition Services 13
 Direct Support Organization 20
 Chaplaincy Services 21

Program, Transition & Post-Release Services
Administration
CURRENT

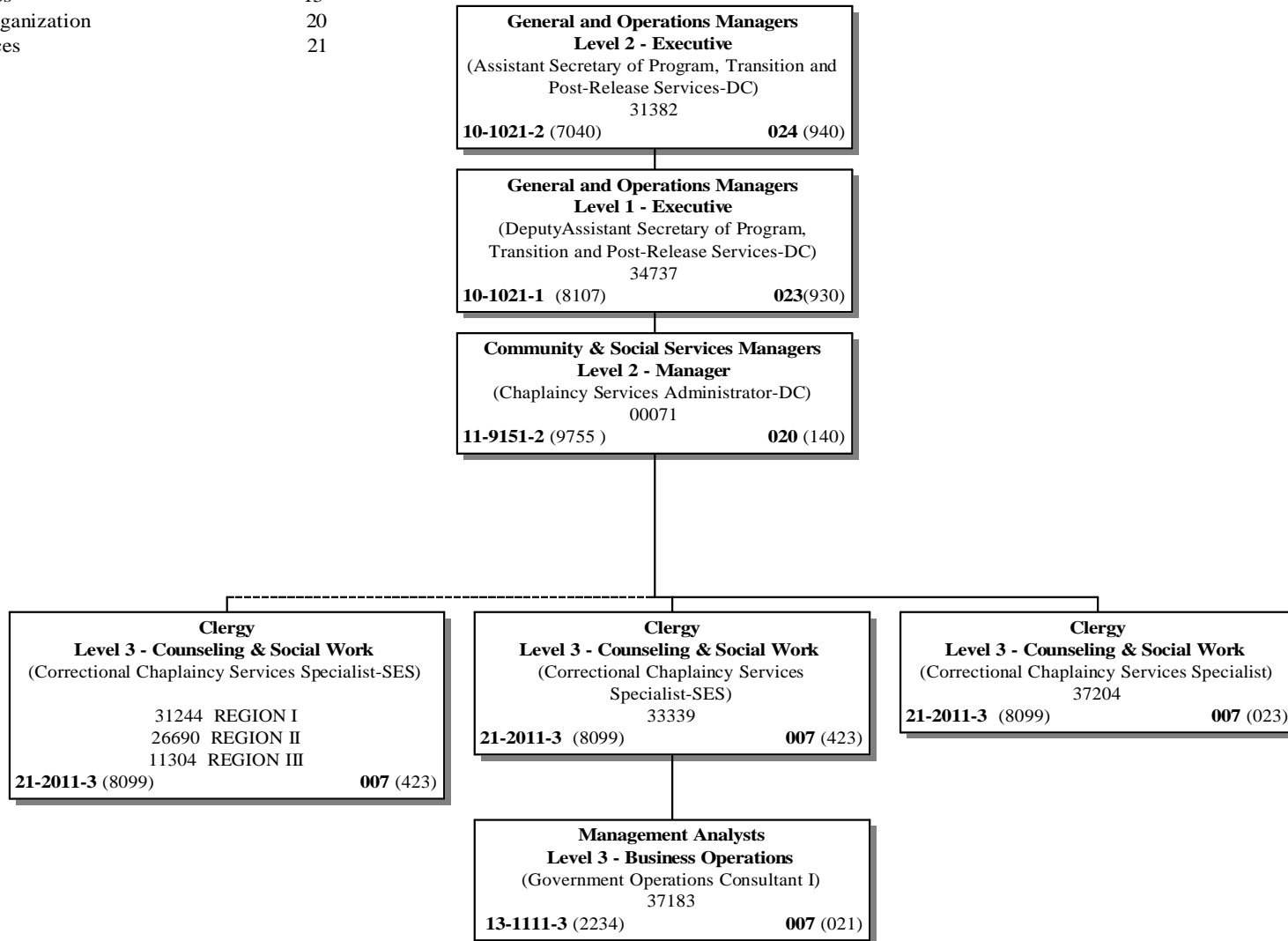
Submitted: 8/26/02
 Verified: B. Williams
 Effective: 7-1-02



Department of Corrections	70
Assistant Secretary of Program Services	60
Deputy Assistant Secretary of Program Services	10
Substance Abuse	10
Education Services	11
Transition Services	13
Direct Support Organization	20
Chaplaincy Services	21

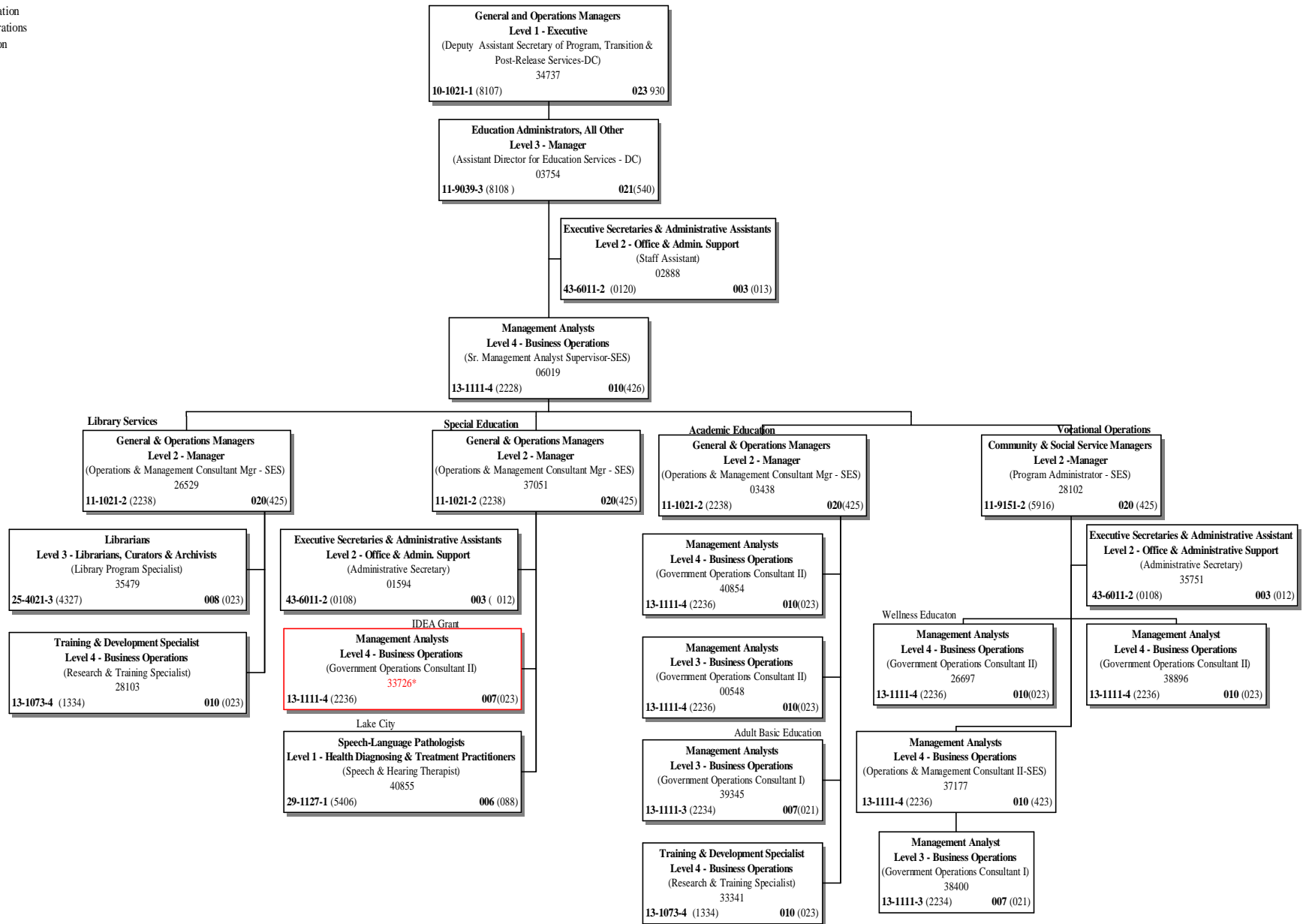
Office of Program, Transition and Post-Release Services
Chaplaincy Services
CURRENT

Submitted: 1/28/05
 Verified: Brenda Williams
 Effective: 1/28/05



Clergy - Level 3 (Correctional Chaplaincy Services Specialist) #09175 reclassified to Clergy - Level 2 (Sr. Chaplain - F/C) and transferred to Indian River C.I.

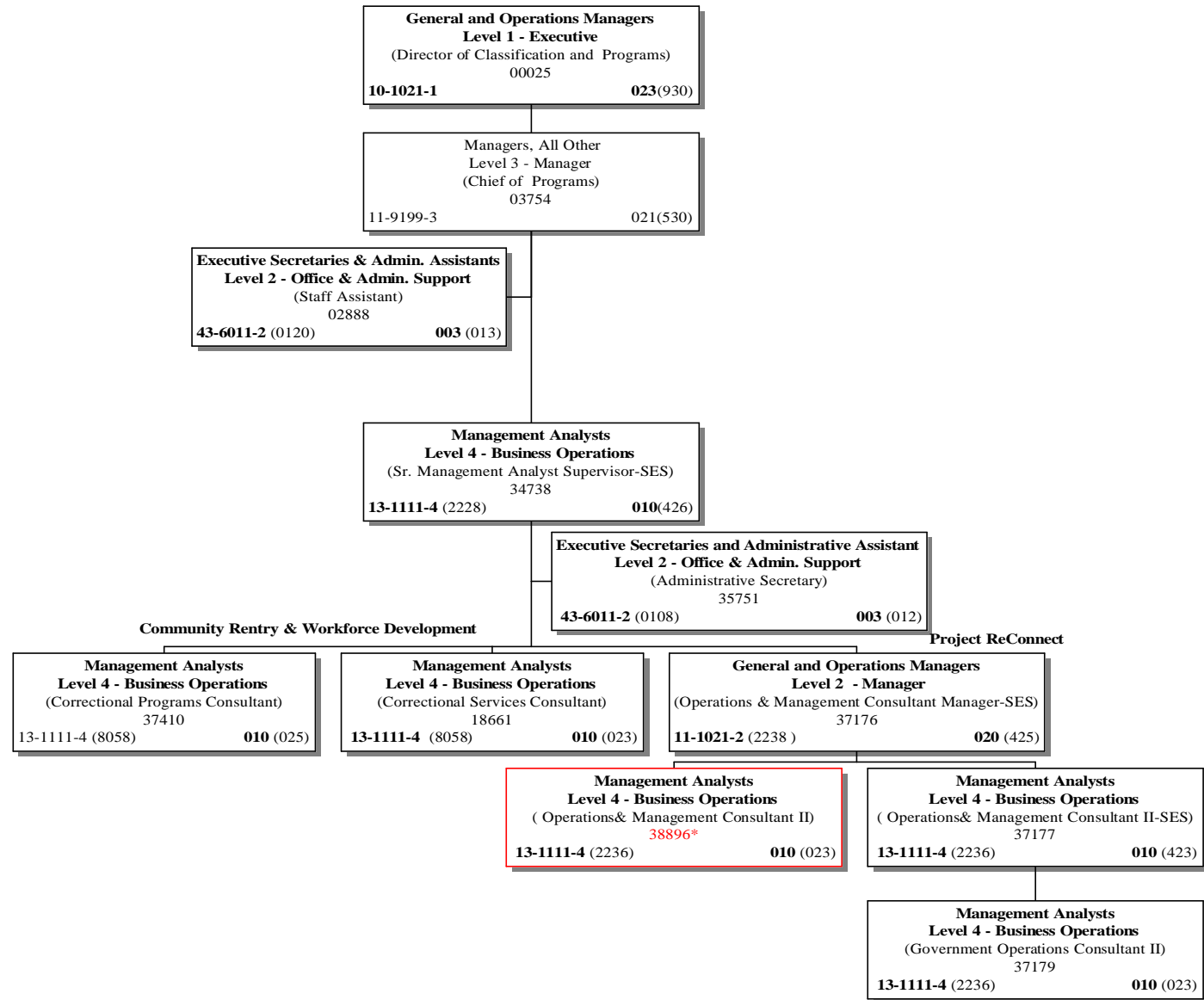
Office of Program, Transition & Post-Release Services
 Education Services



Government Operations Consultant I #33726 reclassified to Government Operations Consultant II

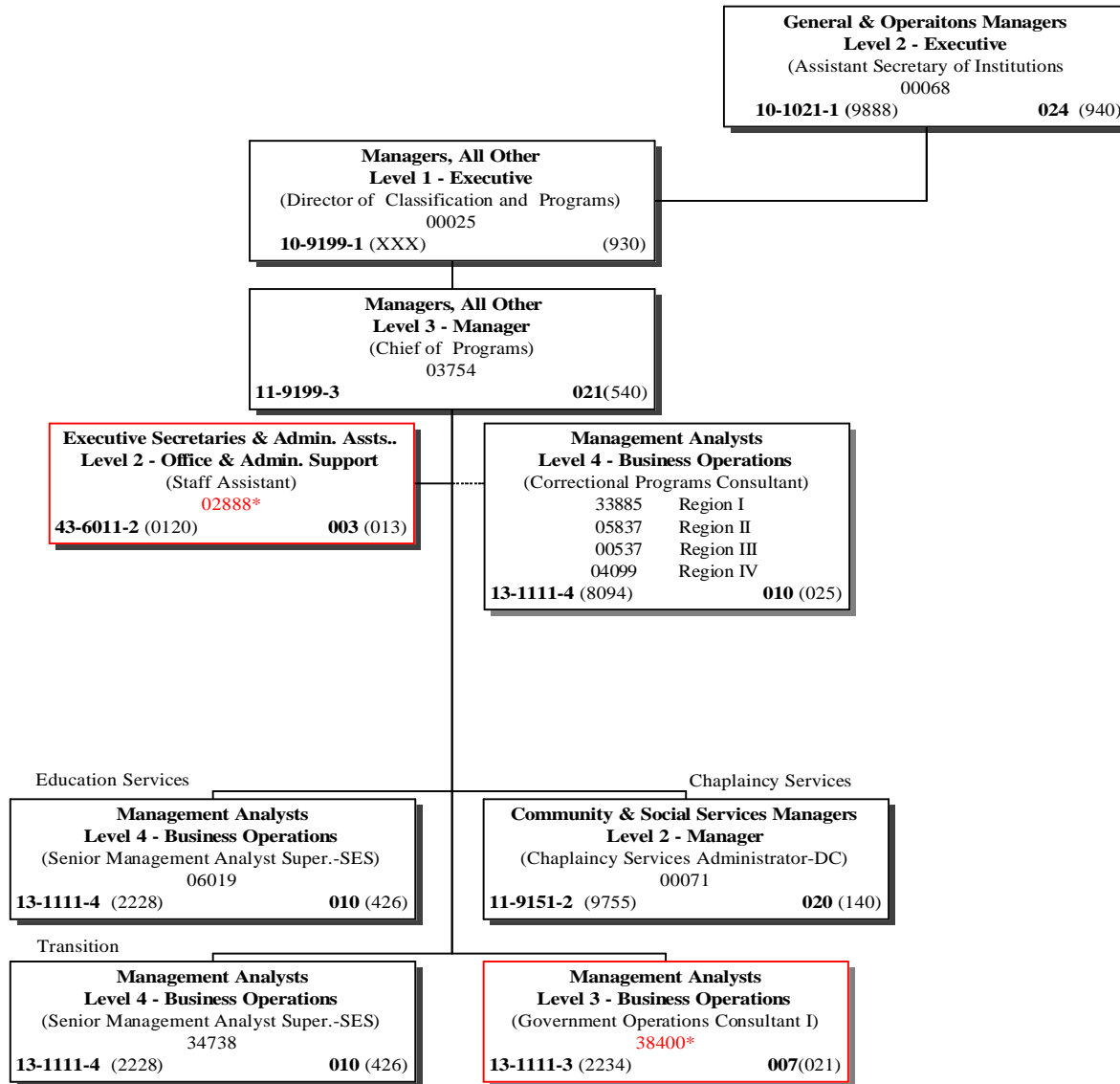
**Classification and Programs
Bureau of Programs
Transition
(Chart 2 of 4)**

Submitted: 7/27/04
 Verified: Brenda Williams
 Effective: 70/30/04



**Classification and Programs
Bureau of Programs -OVERVIEW - Chart 1 of 4**

Submitted: 1/08/04
 Verified: B. Williams
 Effective: 1/16/04

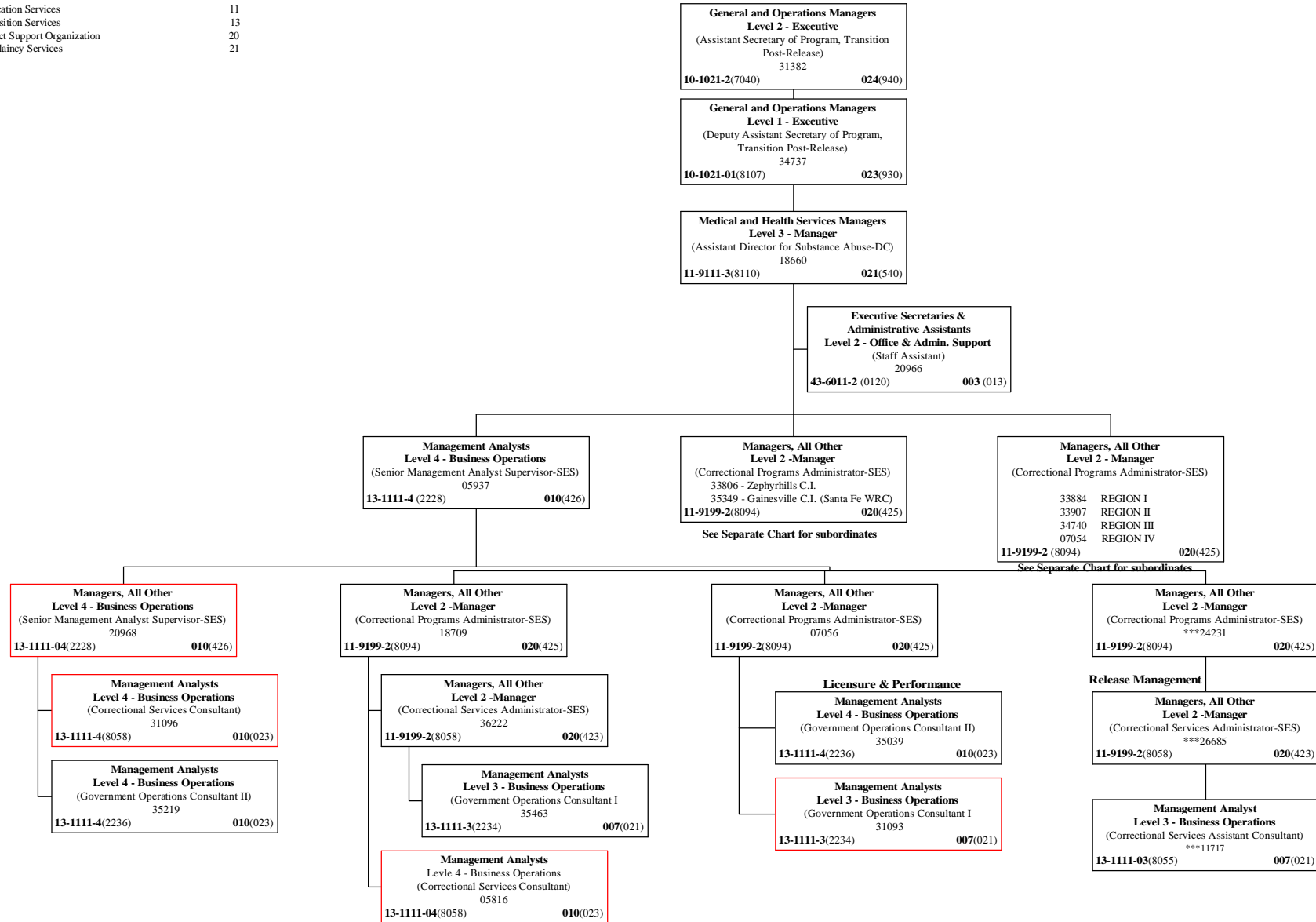


Office Clerk, General - Level 1 (Clerk Specialist) #02888 transferred from Mail Room to Programs and reclassified to Executive Secretaries & Admin. Assts. - Level 2 (Staff Assistant). Position will remain coded to Field Support Services until reorg. is approved. Management Analysts - Level 3 (Government Operations Consultant I) #38400 established.

Department of Corrections	70
Assistant Secretary for Education and Job Training	60
Deputy Asst. Secretary for Education and Job Training	10
Substance Abuse	10
Education Services	11
Transition Services	13
Direct Support Organization	20
Chaplaincy Services	21

**Programs, Transition & Post-Release Services
Substance Abuse**

Submitted: 11-4-08
Verified: Lillie McGriff
Effective: 10-31-08



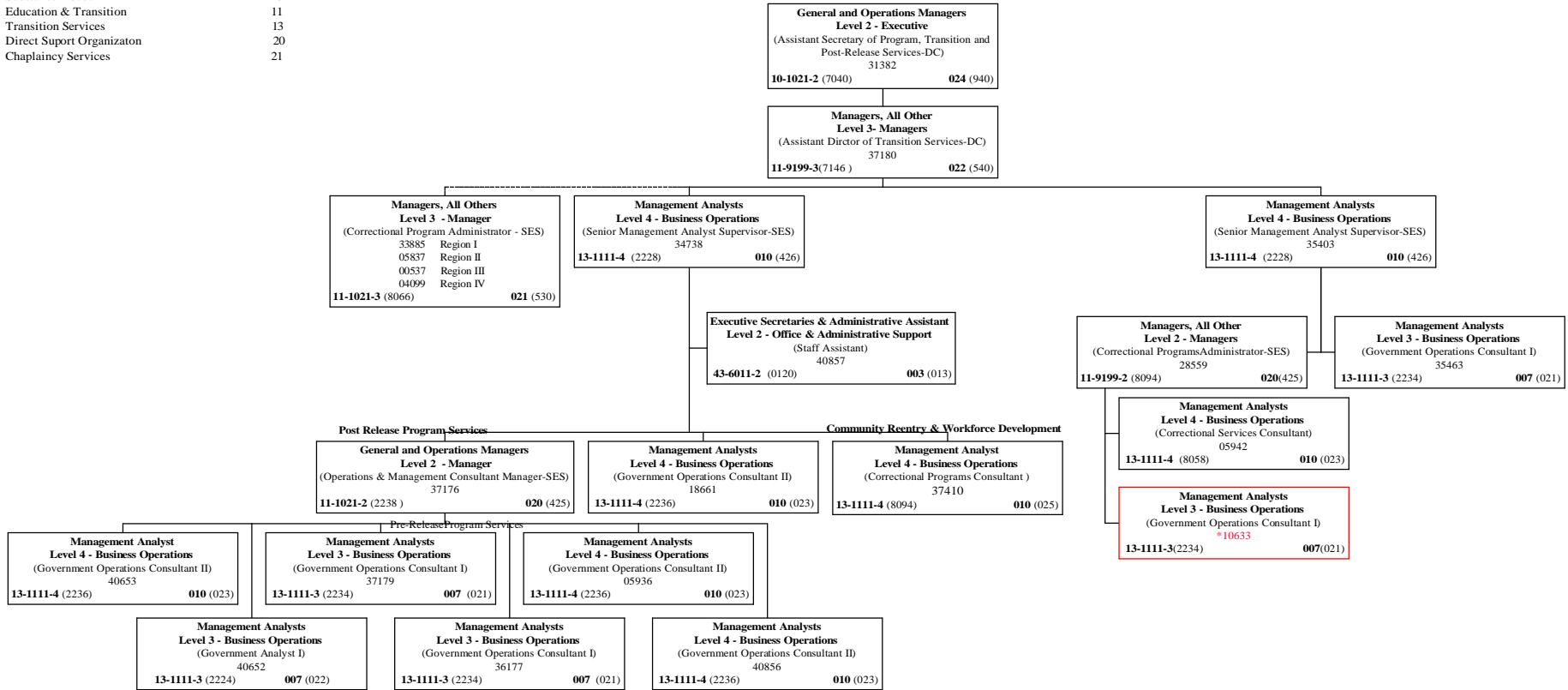
(1m) 20968 Corr. Programs Administrator-SES Reclased to Sr. Management Analyst Supervisor-SES
 (1m) 31096 Corr. Services Consultant reporting changed from 00100 Asst. Secretary for OCC to 20968 Sr. Management Analyst Supv
 (1m) 05816 Corr. Services Consultant reporting changed from 20968 Sr. Management Analyst Supv to 18709 Corr. Programs Administrator
 (1m) 31093 Government Op. Consultant I reporting changed from 20968 Sr. Mngmt Ananlyst Supv. to 07056 Corr. Programs Administrator

***Pending Re-Org, these positions to move under State Classification to be called Interstate Corrections Compact Services.

Department of Corrections 70
 Assistant Secretary of Program Services 60
 Deputy Assistant Secretary of Program Services 10
 Substance Abuse 10
 Education & Transition 11
 Transition Services 13
 Direct Support Organization 20
 Chaplaincy Services 21

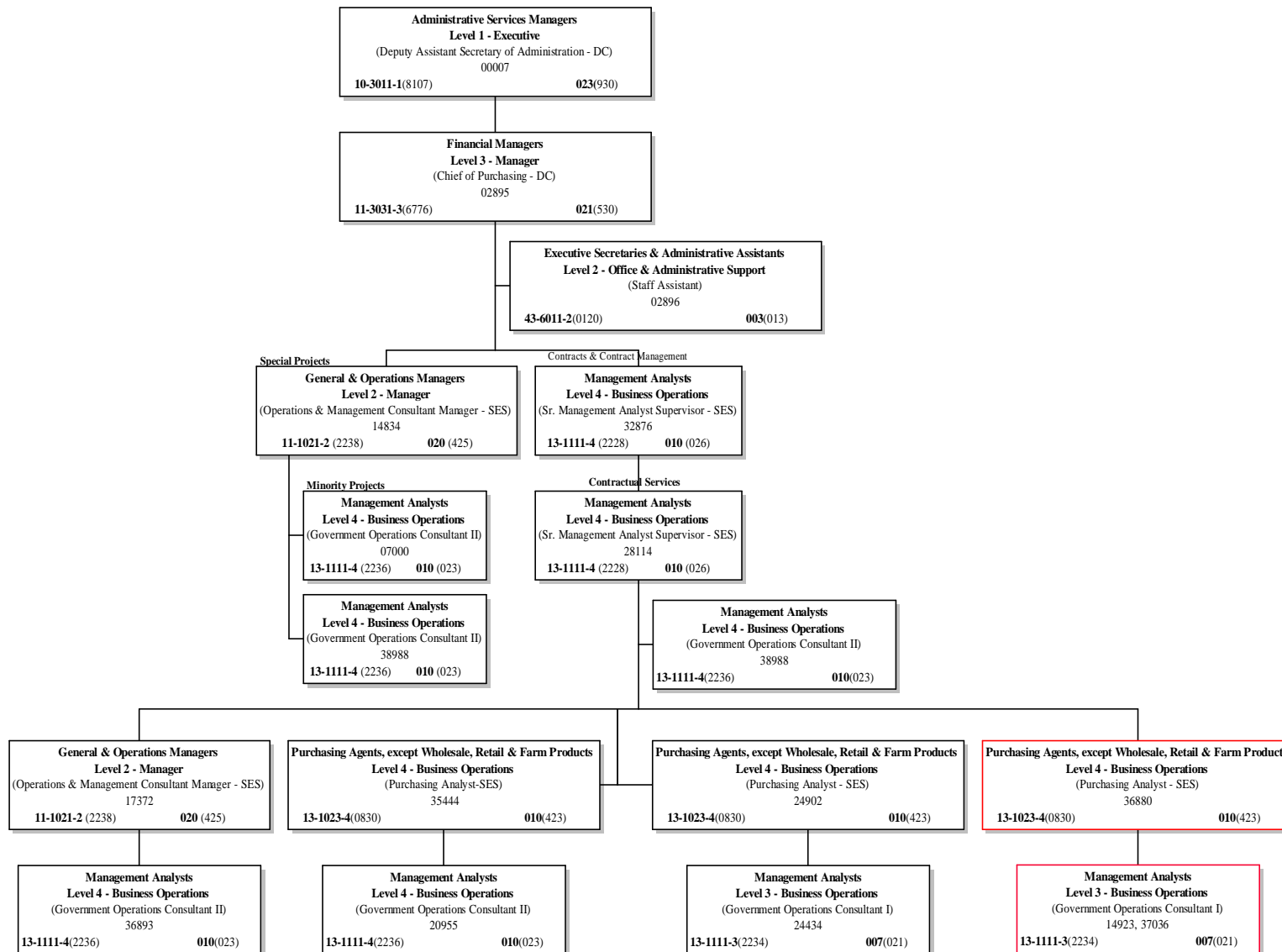
**Office of Program, Transition & Post-Release Services
 Transition Services**

Submitted: 6-2009
 Verified: Lillie McGriff
 Effective: 6-12-2009



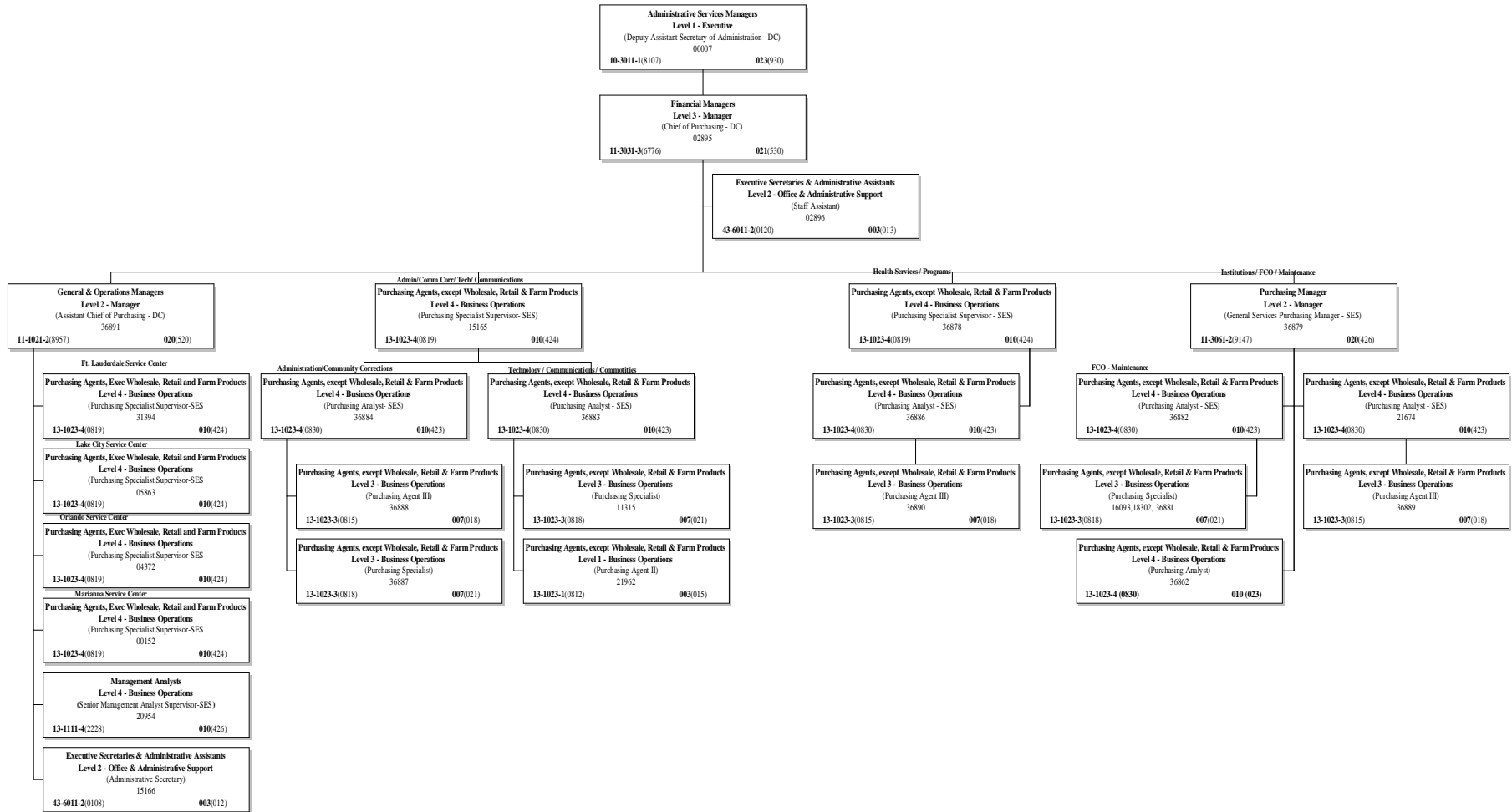
10633 Government Operations Consultant I transferred from Asst. Secretary for Community Corrections to report to 28559 Correctional Programs Administrator, effective 6/12/09, LM

Central Office Purchasing Minority Coordinator and Contractual Services



(sb) Position 36880 - Purchasing Analyst - SES - moved from the Commodities section to replace deleted position 27338 in Contracts effective 11-28-2008
 (sb) Positions 14923 & 37036 GOC's, supervisor changed from position 28114, SMA Supv, to position 36880, Purchasing Analyst - SES effective 11-28-2008

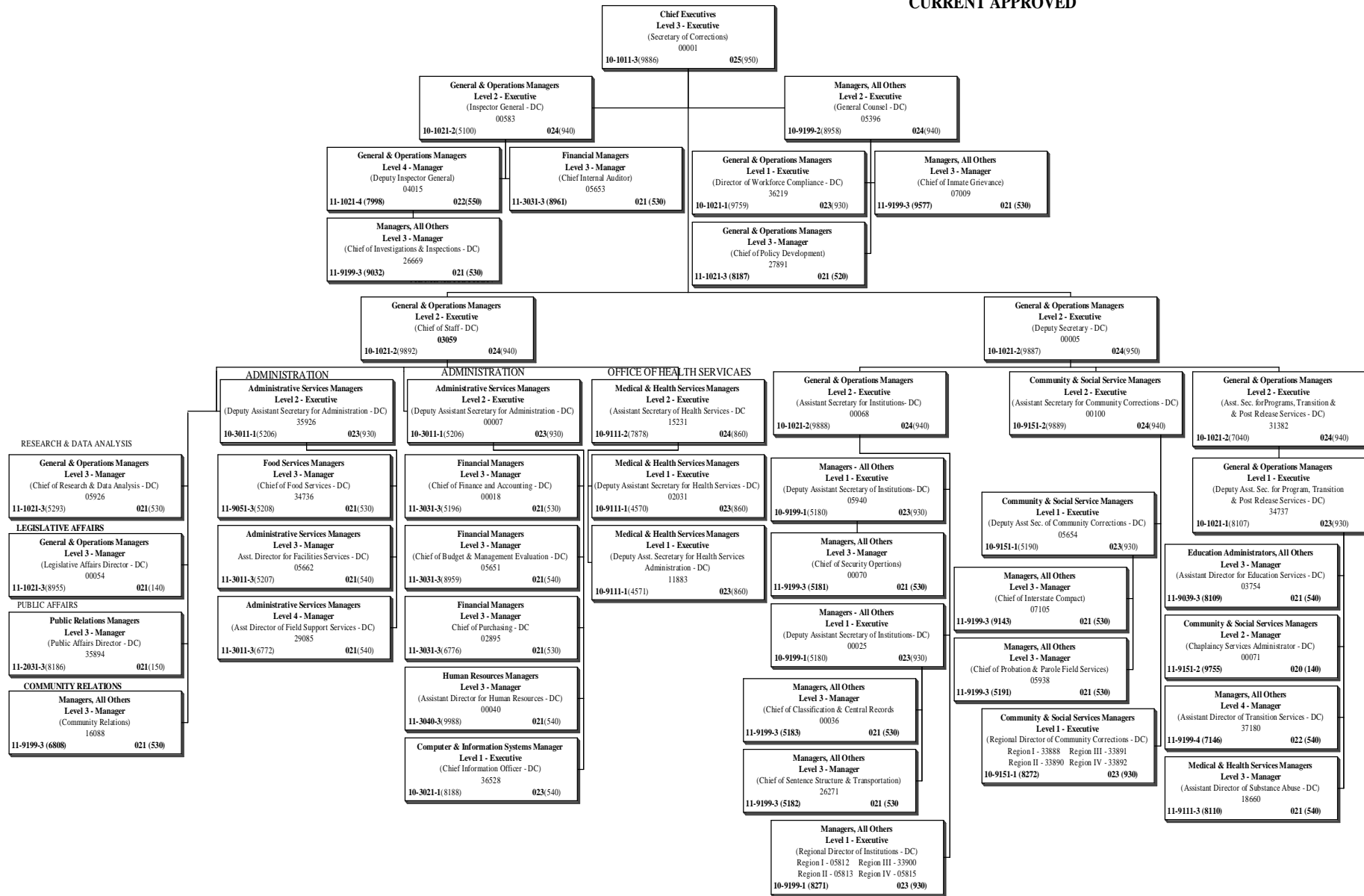
Central Office Purchasing



Position 36880 - Purchasing Analyst - SES - transferred from the Commodities section to replace deleted position 27338 in Contracts effective 11/28/2008

Contractual Services and
 Minority Coordinator on separate
 chart.

CURRENT APPROVED

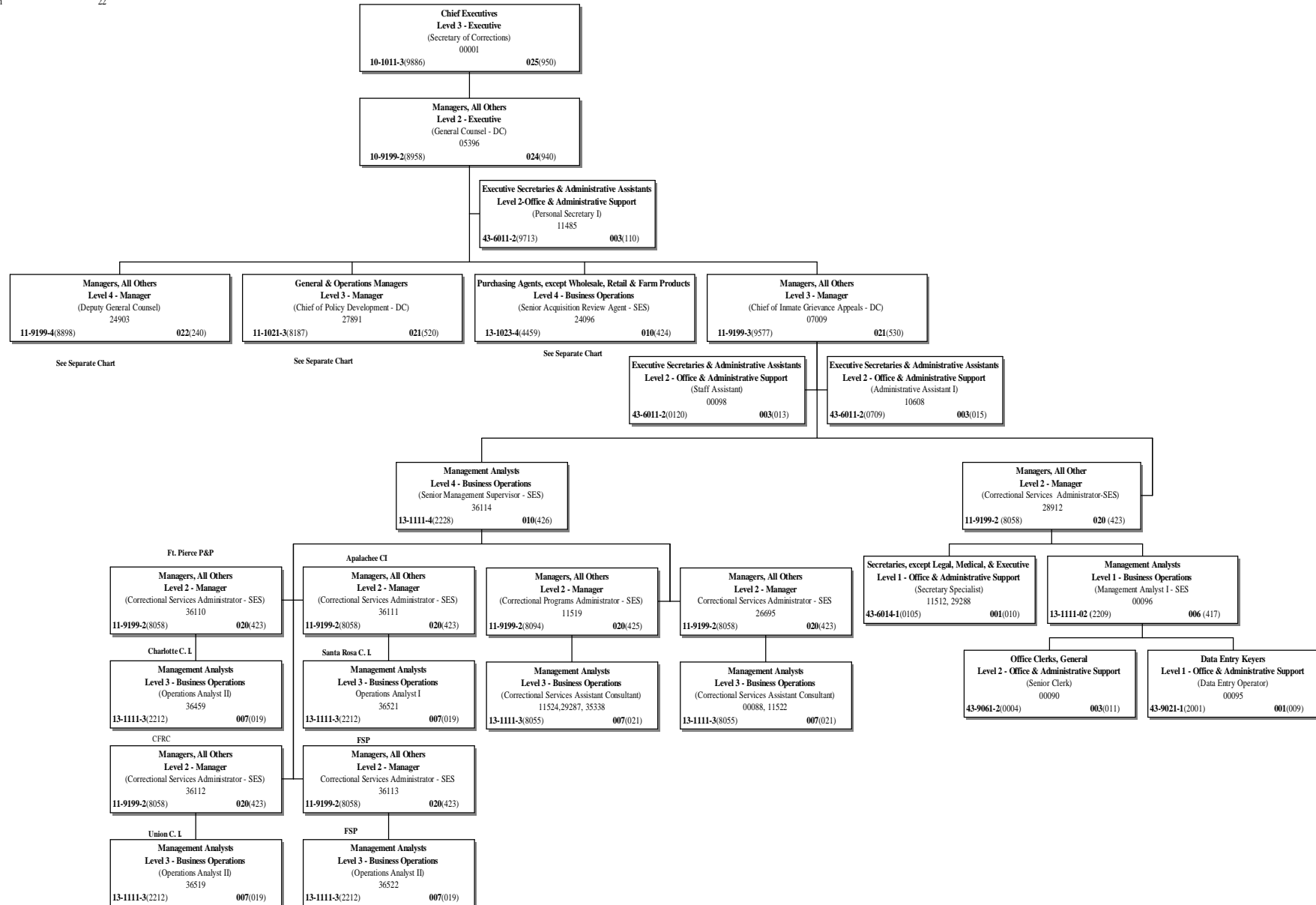


Addition of Broadbanding codes, levels, occupations and pay bands to chart effective 7-1-02

Department of Corrections 70
 Secretary's Office 10
 Office of the General Counsel 20
 Policy Development 10
 Inmate Grievance Appeals 11
 Legal Services 20
 Land Acquisition 22

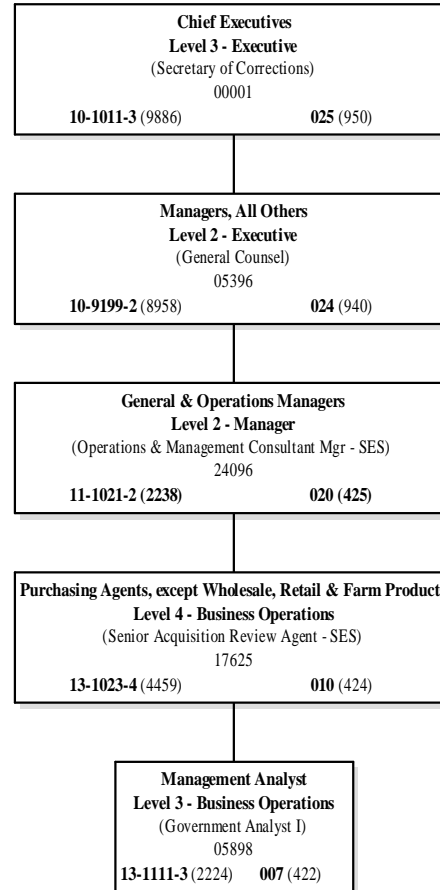
OFFICE OF THE GENERAL COUNSEL
 CENTRAL OFFICE
 INMATE GRIEVANCE

Submitted : 7-17-08
 Verified By : Christie Green
 Effective: 7-1-08



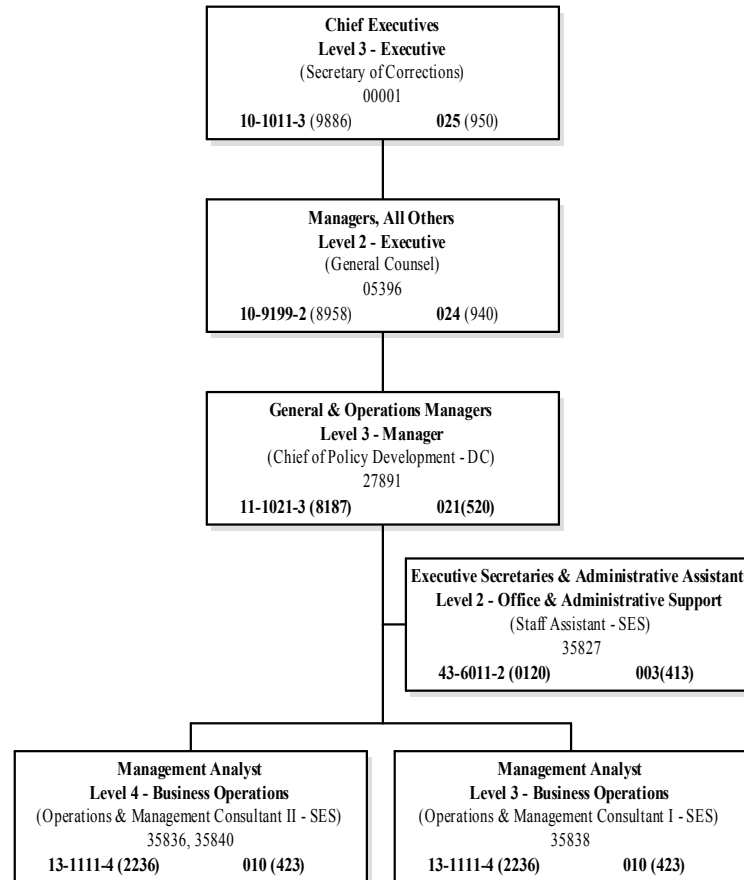
Position 28913 - Correctional Services Administrator - SES deleted effective 7-1-08

Office of the General Counsel Land Acquisition & Management



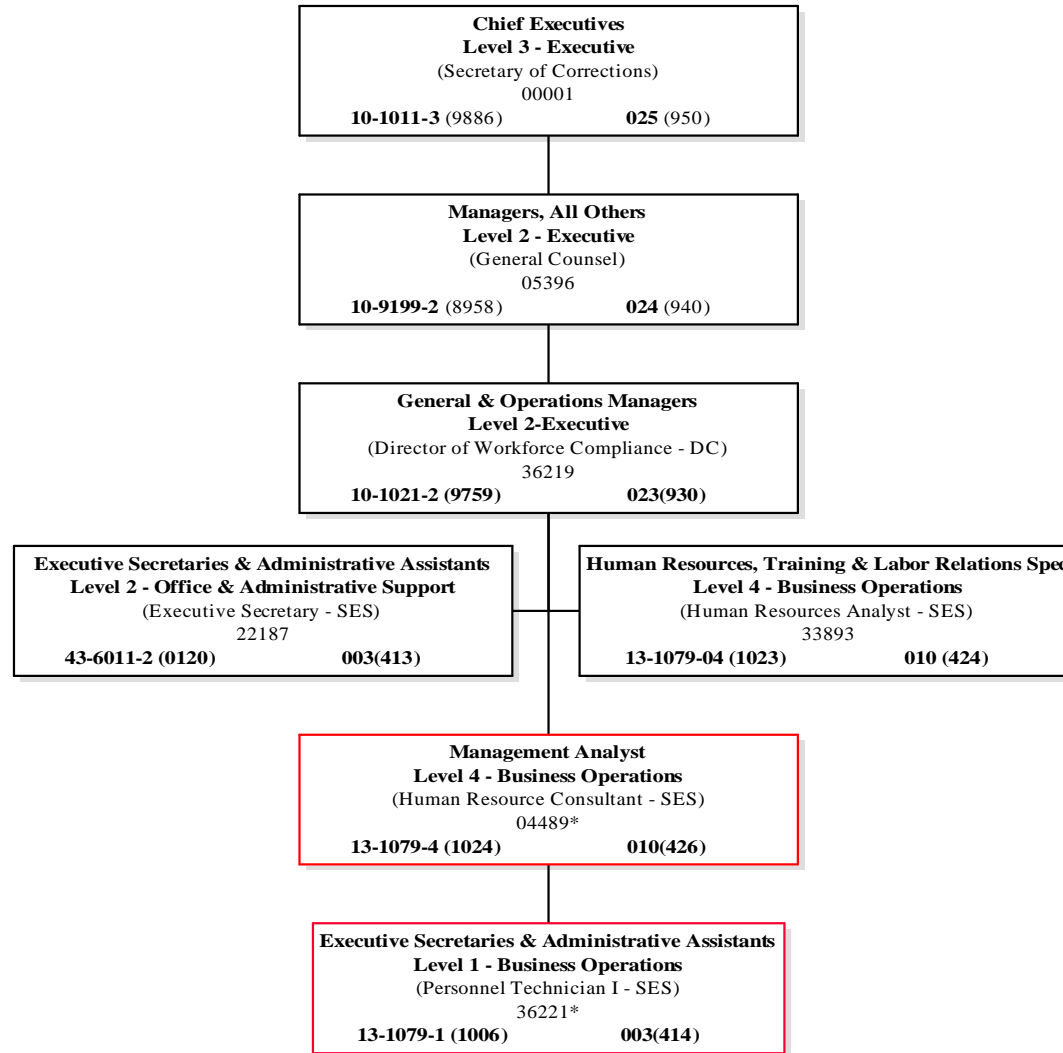
Deleted position 05851 - Government Analyst I effective 7-1-08

Office of the General Counsel Policy Development



Deleted position 35837 - Operations & Management Consultant II - SES effective 7-1-08

Office of the General Counsel Workforce Compliance



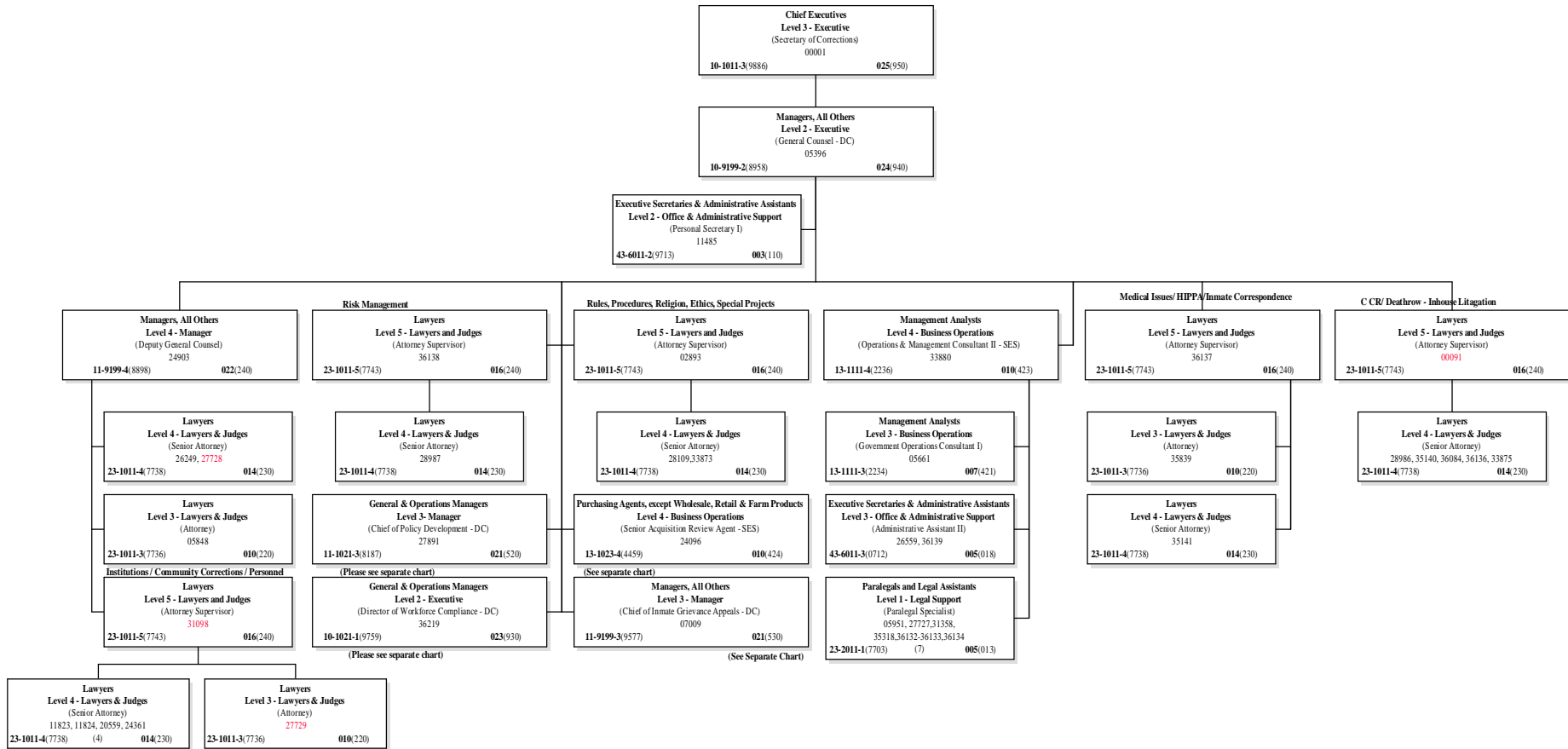
04489 Reclassed from Sr.Management Analyst Supervisor-SES to Human Resource Consultant-SES, effective 10/17/08

36221 Reclassed from Staff Assistant-SES to Personnel Technician I-SES, effective 10/17/08

Department of Corrections 70
 Secretary's Office 10
 Office of the General Counsel 20
 Policy Development 2010
 Inmate Grievance Appeals 2011
 Legal Service 2020
 Workforce Compliance 2021
 Land Acquisition & Management 2022

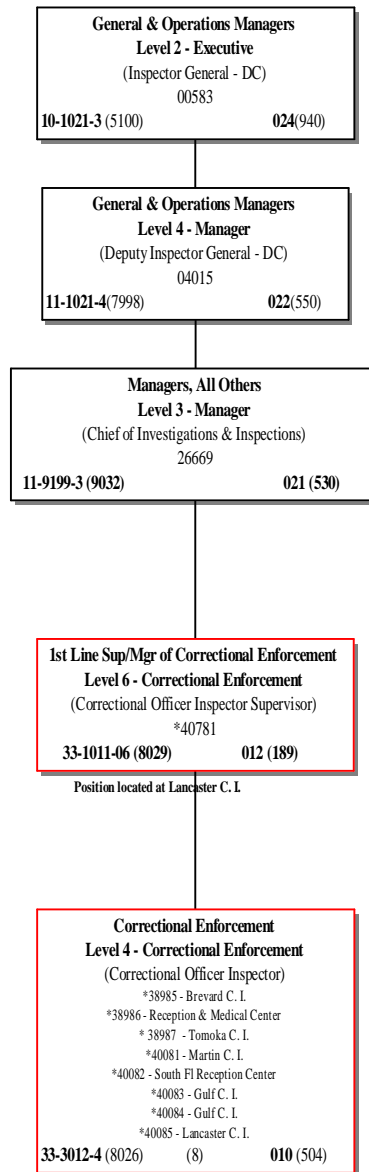
Office of the General Counsel
 Central Office

Submitted: 12-4-08
 Verified By: Sabrina Butler
 Effective: 11-28-08



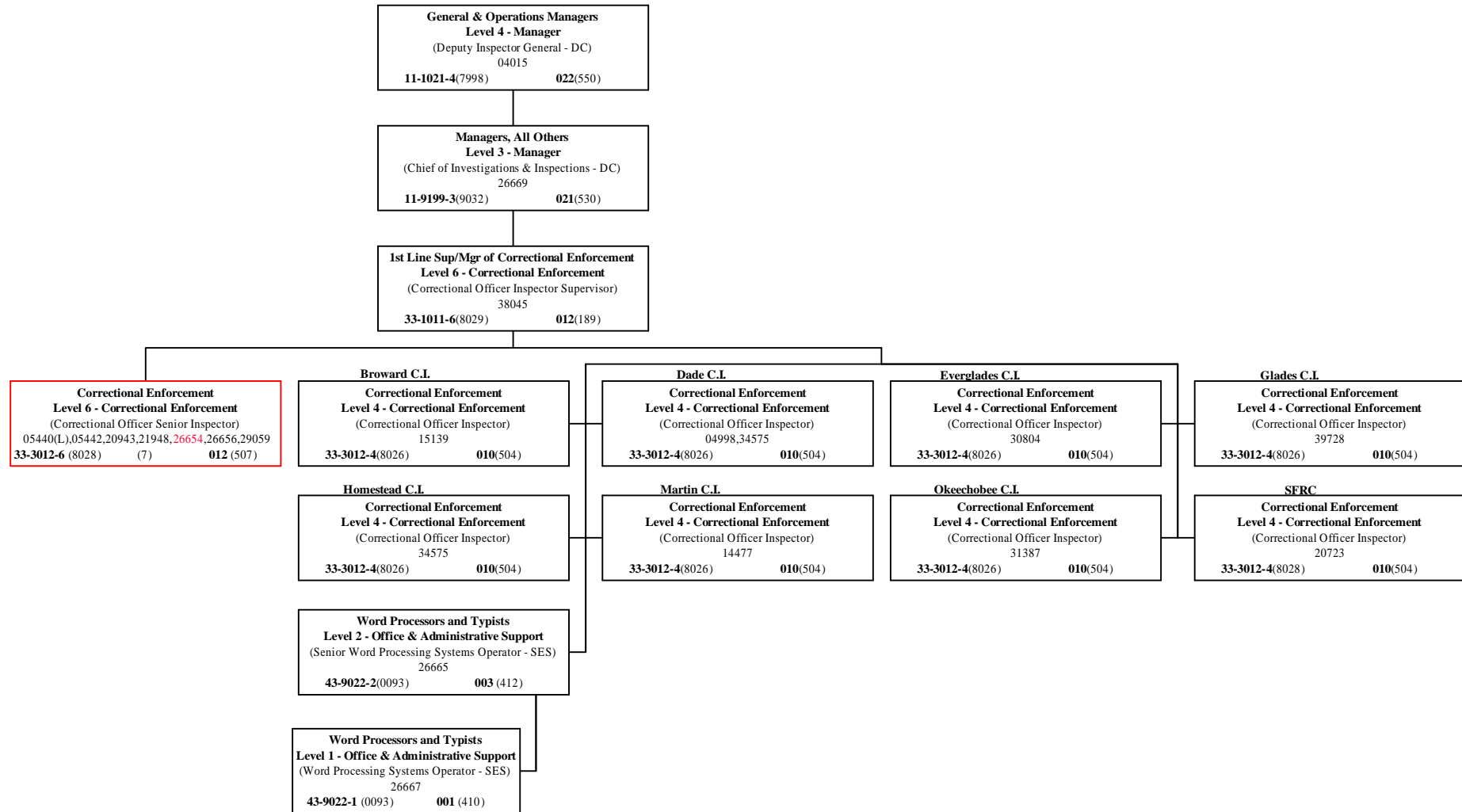
(sb) position 27729, Attorney, supv changed from position 24903 to position 31098 effective 11-28-08
 (sb) position 31098, Attorney Supv, supv changed from position 05396 to position 4903 effective 11-28-08
 (sb) position 00091, Attorney Supv, supv changed from position 24903 to position 05396 effective 11-28-08
 (sb) position 27728, Senior Attorney, supv changed from position 31098 to position 24903 effective 11-28-08

**OFFICE OF THE INSPECTOR GENERAL
 DRUG INTERDICTION & INTELLIGENCE/CANINE DRUG UNIT**



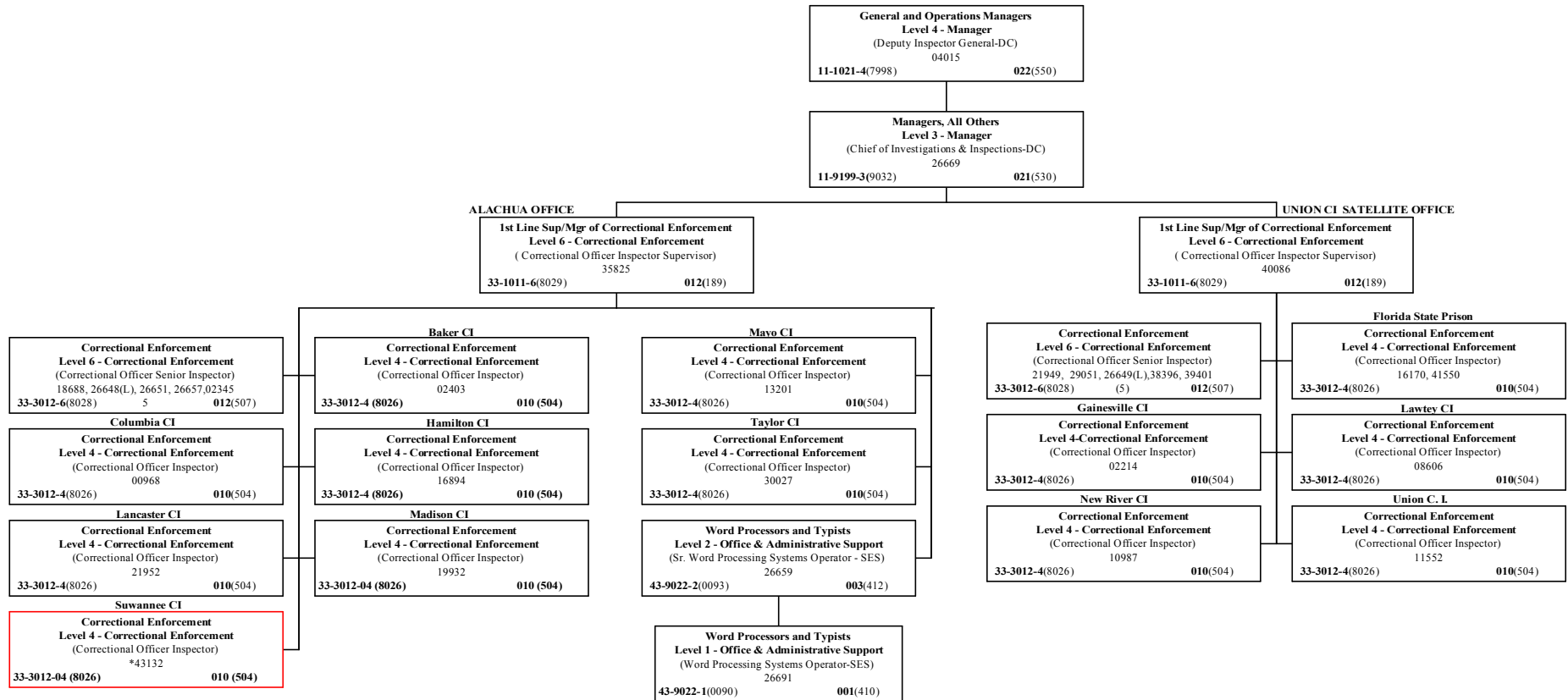
Position 38984 C. O. Major -SES transferred to Lowdell C. I. Work Camp. Position 40781 established as a Correctional Officer Inspector Supervisor, and positions 38985, 38986, 38987, 40081, 40082, 40083, 40084, and 40085 reclassified from Correctional Officer Sergeants to Correctional Officer Inspector effective 7-27-07

**OFFICE OF THE INSPECTOR GENERAL
 STATE INVESTIGATIONS
 FT. LAUDERDALE FIELD OFFICE**



L=Leadworker 26654 COSI org change/position move from Tampa to Ft. Lauderdale, effective 8/8/2008

**OFFICE OF THE INSPECTOR GENERAL
 STATE INVESTIGATIONS
 GAINESVILLE FIELD OFFICE**

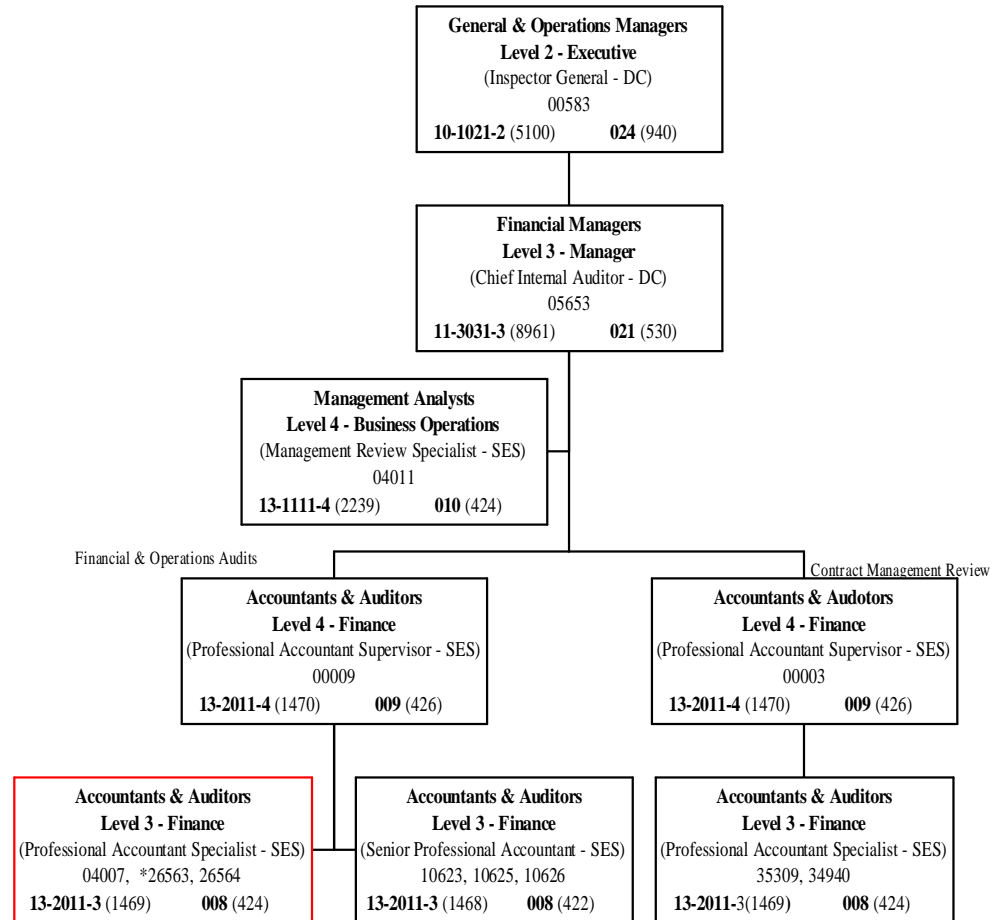


(L.J.)adworker 43132 Correctional Officer Inspector established @ the new Suwannee CI, effective 8-7-09

**OFFICE OF THE INSPECTOR GENERAL
INTERNAL AUDIT**

Department of Corrections 70
 Office of the Secretary 10
 Office of the Inspector General 30
 Internal Audit 10

Submitted: 7-17-08
 Verified by: Christie Green
 Effective Date: 7-1-08

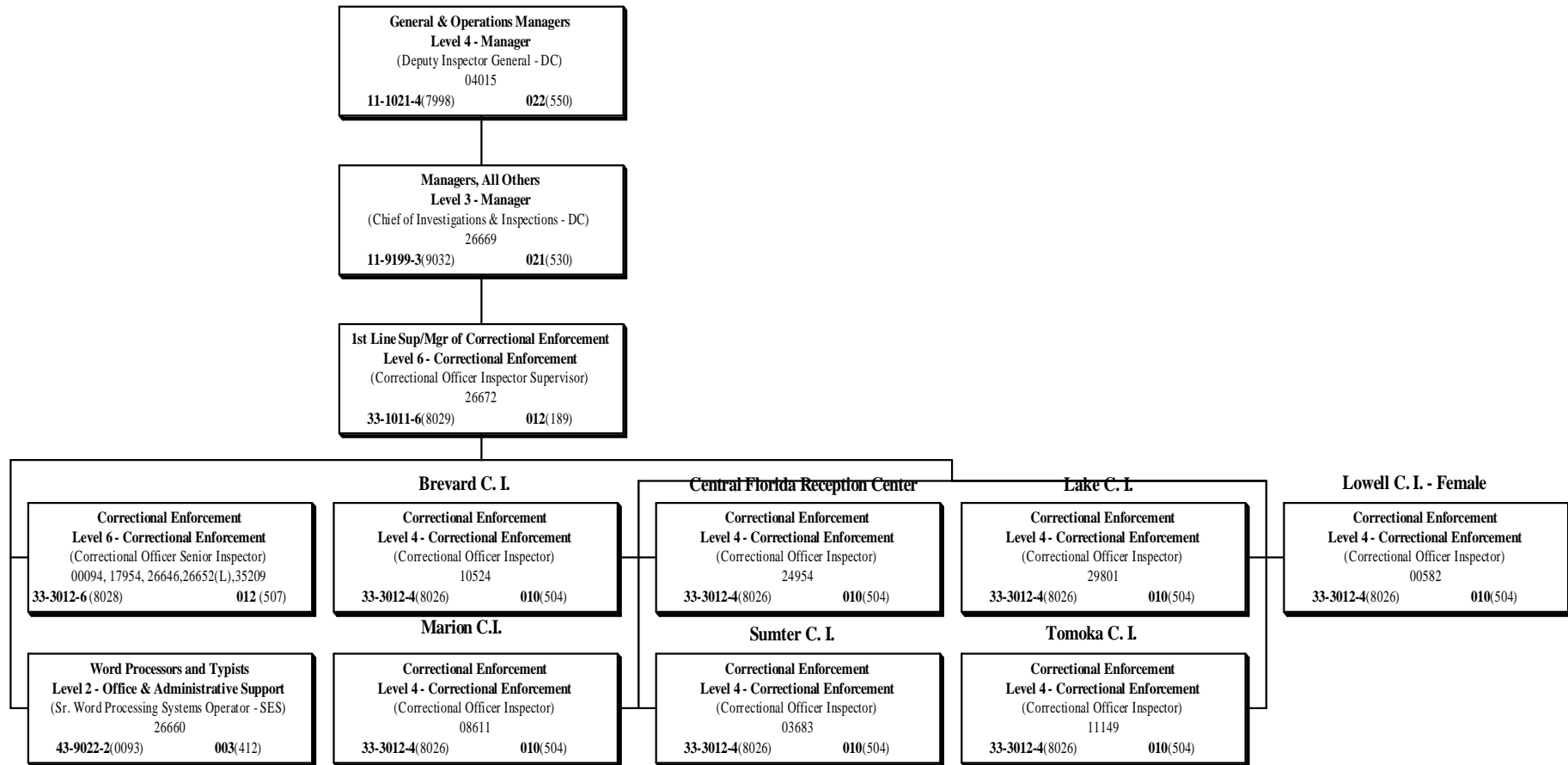


Deleted Staff Assistant position 26558 effective 7-1-08

Department of Corrections 70
 Office of the Secretary 10
 Office of the Inspector General 30
 State Investigations 11
 Orlando Field Office 11/03

**OFFICE OF THE INSPECTOR GENERAL
 STATE INVESTIGATIONS
 ORLANDO FIELD OFFICE**

Submitted: 7-17-08
 Verified By: Christie Green
 Effective Date: 7-1-08

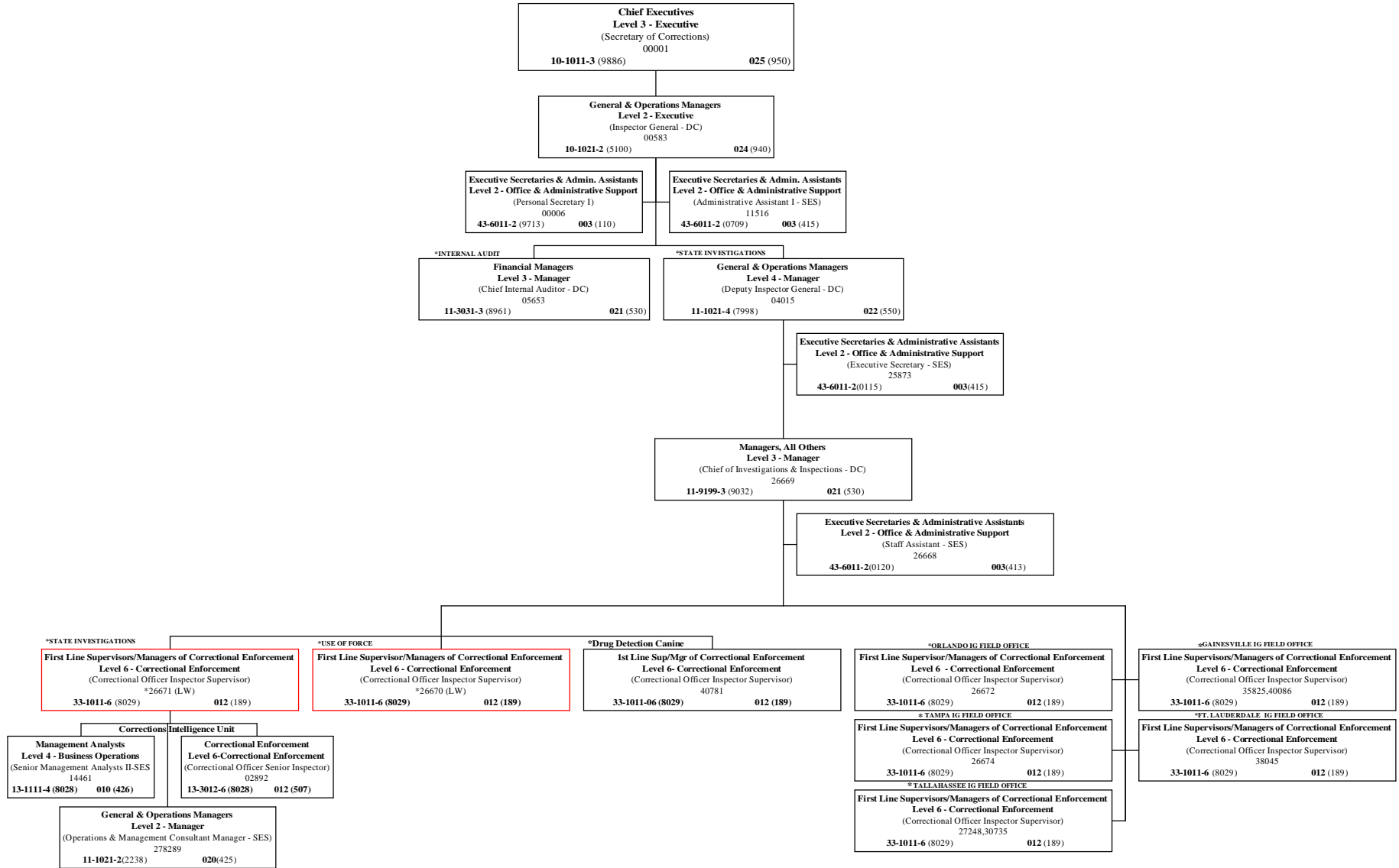


L=Leadworker Deleted position 24955 - Clerk Typist Specialist effective 7-1-08

Department of Corrections 70
 Office of the Secretary 10
 Office of the Inspector General 30
 Internal Audit 10
 State Investigations 11
 Corrections Intelligence 22

OFFICE OF THE INSPECTOR GENERAL - Overview

Submitted: 5-2009
 Verified by: L. McGriff
 Effective Date: 5-29-2009



*See Separate Chart for Subordinates

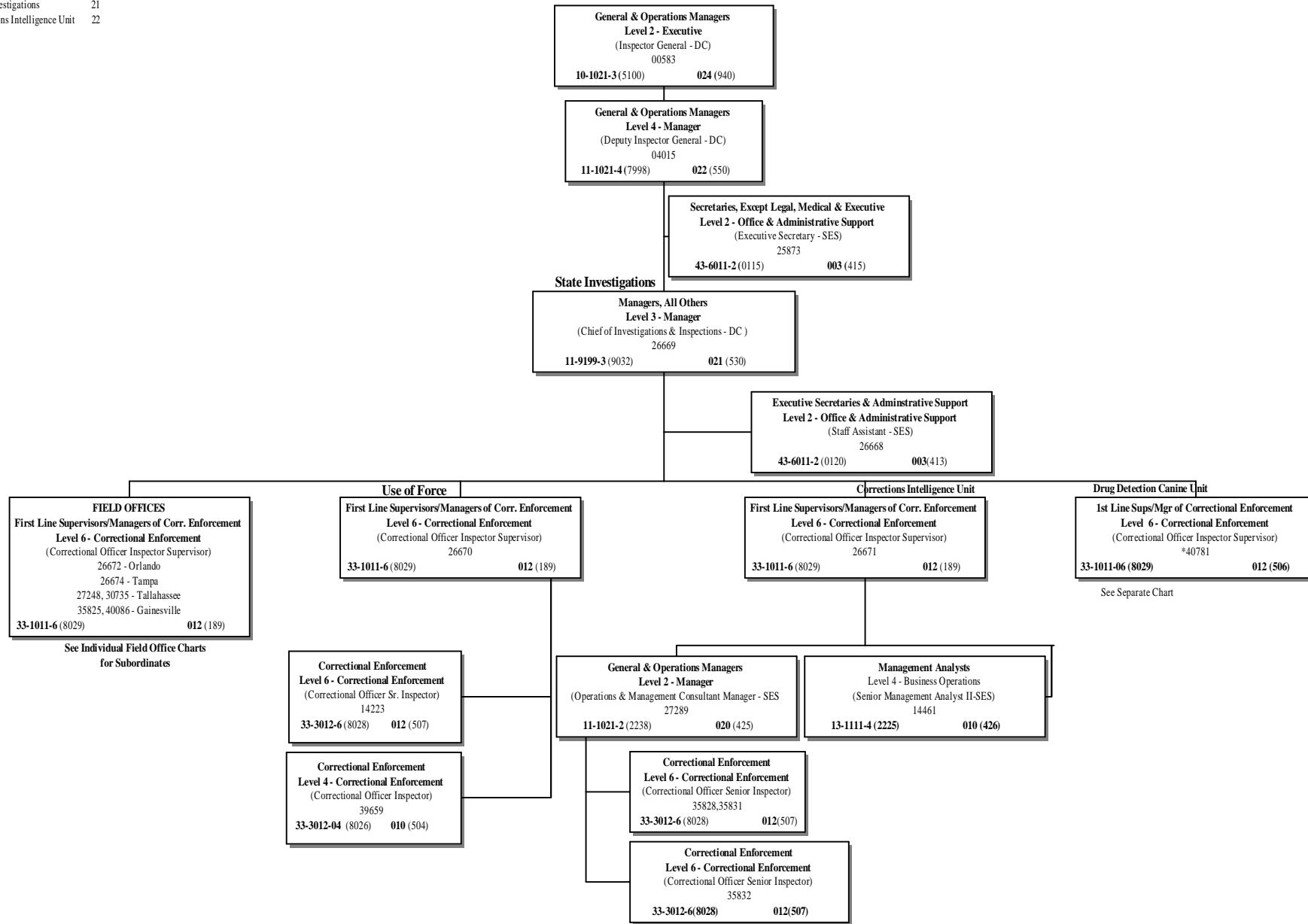
26670 & 26671 Correctional Officer Inspector Supervisor given pay additive Lead Worker, effective 5-29-09

LW = Leadworker

Department of Corrections 70
 Office of the Secretary 10
 Office of the Inspector General 30
 State Investigations 21
 Corrections Intelligence Unit 22

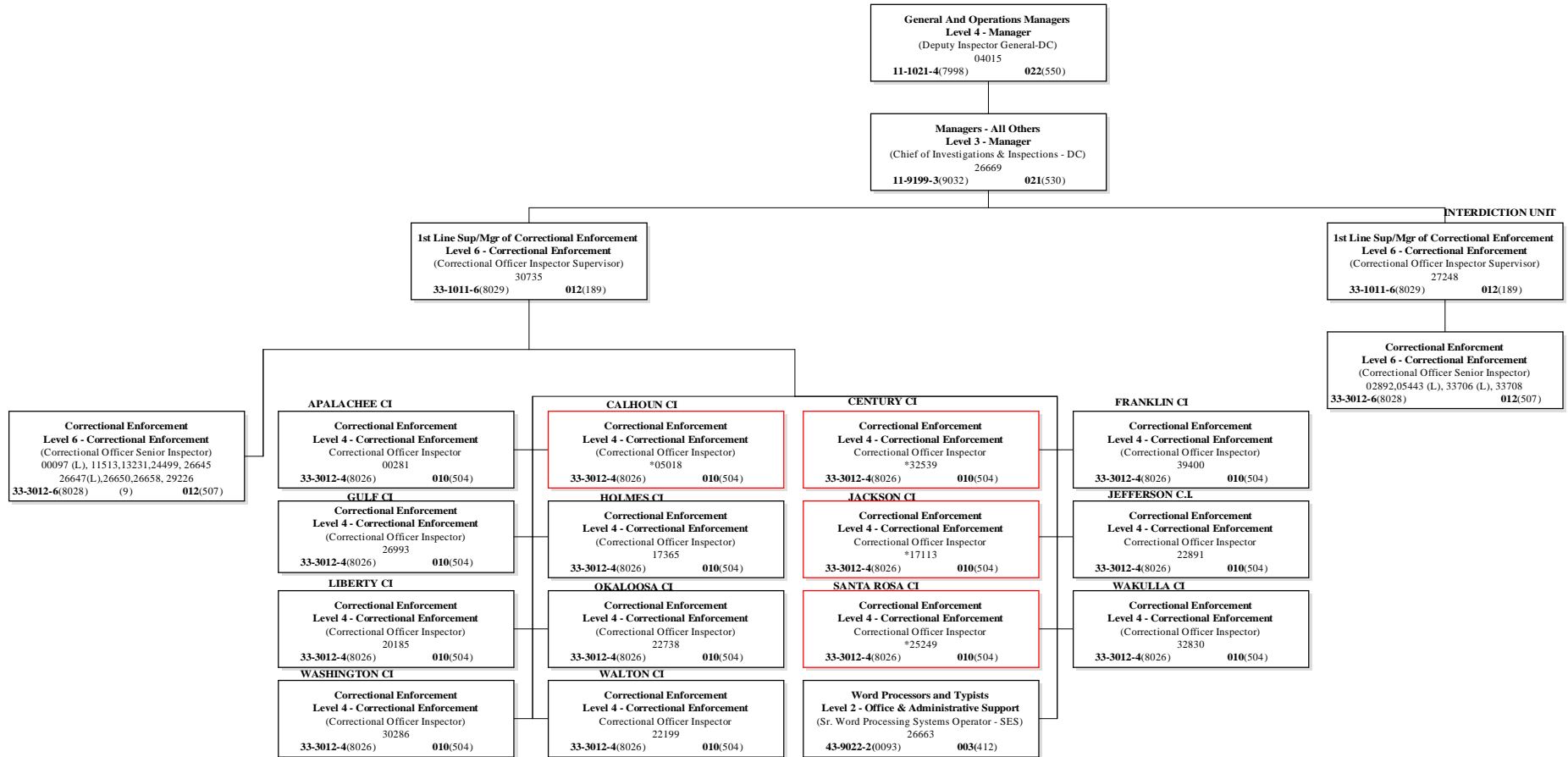
INSPECTOR GENERAL- STATE INVESTIGATIONS

Submitted: 6-21-07
 Verified by: Christie Green
 Effective Date: 7-27-07



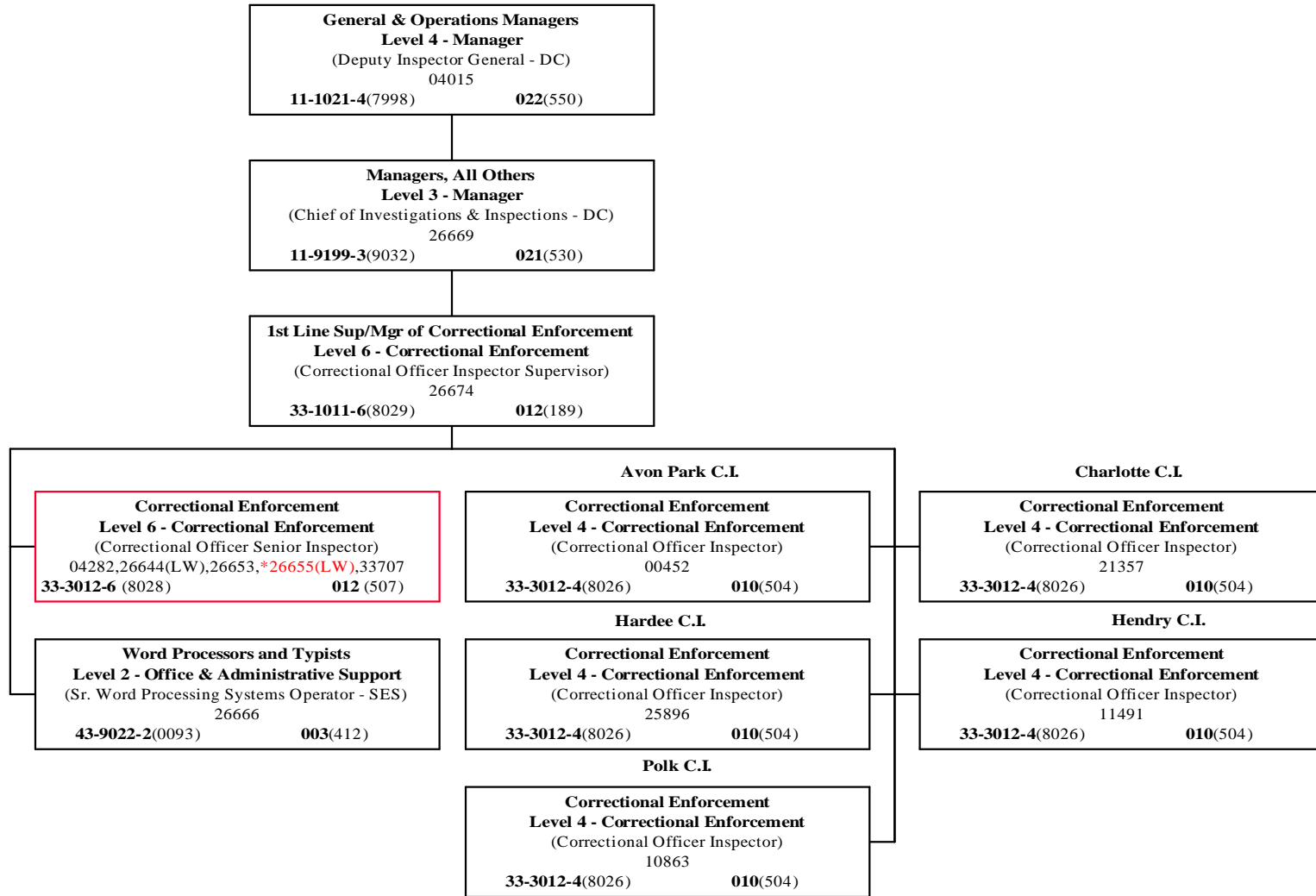
Position 40781 established as a Correctional Officer Inspector Supervisor effective 7-27-07. Position 38984 - Correctional Officer Major - SES transferred to Lowell WC effective 7-27-07

**OFFICE OF THE INSPECTOR GENERAL
 STATE INVESTIGATIONS
 TALLAHASSEE FIELD OFFICE**



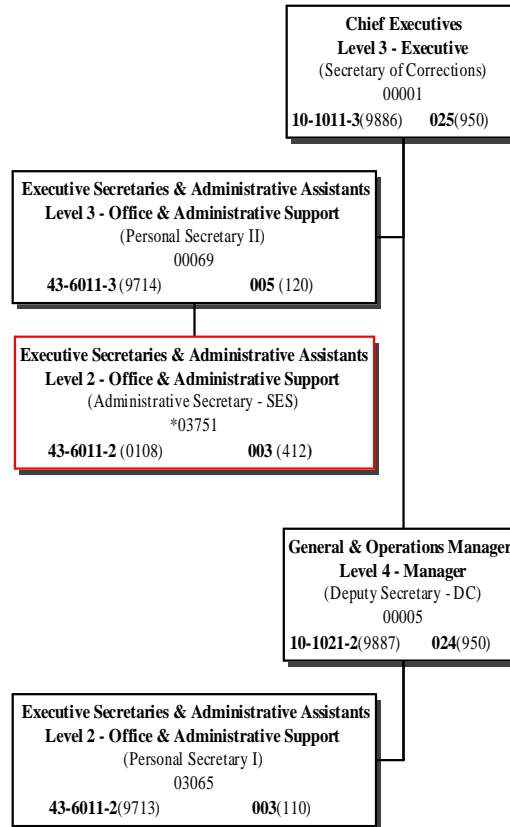
(L =
 Leadworker) Physical location changes: 05018 to Calhoun from Jackson; 17113 to Jackson from Calhoun; 32539 to Century from Santa Rosa; 25249 to Santa Rosa from Century

**OFFICE OF THE INSPECTOR GENERAL
 STATE INVESTIGATIONS
 TAMPA FIELD OFFICE**



LW=Leadworker 26655 Correctional Officer Senior Inspector given pay additive Lead Worker, effective 5-29-09

OFFICE OF THE SECRETARY - Central Office



(sb) Position 03751 - Administrative Secretary- SES was transferred from the Chief of Staff's office to the Secretary's Office reporting to position 00069 effective 1-23-09

CORRECTIONS, DEPARTMENT OF		FISCAL YEAR 2008-09			
SECTION I: BUDGET		OPERATING		FIXED CAPITAL OUTLAY	
TOTAL ALL FUNDS GENERAL APPROPRIATIONS ACT		2,340,393,643		341,824,536	
ADJUSTMENTS TO GENERAL APPROPRIATIONS ACT (Supplementals, Vetoes, Budget Amendments, etc.)		-29,004,121		-180,469,652	
FINAL BUDGET FOR AGENCY		2,311,389,522		161,354,884	
SECTION II: ACTIVITIES * MEASURES		Number of Units	(1) Unit Cost	(2) Expenditures (Allocated)	(3) FCO
<i>Executive Direction, Administrative Support and Information Technology (2)</i>					0
Maintenance * Number of square feet of correctional facilities owned and maintained		21,935,146	5.61	123,037,852	130,188,417
Dental Care * Average daily population		88,972	384.04	34,168,990	
Physical Health Care * Average daily population		91,862	1,787.01	164,158,538	
Mental Health Care * Average daily population		88,972	669.05	59,526,890	
Pharmacy Services * Number of prescriptions filled		1,989,219	46.01	91,516,438	
Community Hospital Treatment * Number of patient days of treatment		14,148	4,014.89	56,802,654	
Maintaining Security * Number of adult male inmates		99,576	12,424.82	1,237,214,105	31,071,619
Food Production * Number of pounds produced per year		2,830,688	0.14	396,664	
Food Service * Number of meals served to adult male inmates per year		107,420,595	0.82	88,126,120	
Transport * Number of inmates transported per year		208,572	22.16	4,622,890	
Supervise Inmate Work Activities * Number of inmate job assignments		51,678	672.77	34,767,221	
Classification * Number of inmate assessments per year		187,509	350.11	65,647,995	
Inmate Release * Number of inmates released per year		37,391	50.37	1,883,224	
Sentence Structure * Number of sentence structure actions per year		394,992	10.18	4,020,626	
Inmate Records * Number of inmate records maintained per year		138,494	13.60	1,883,160	
Director Of Security And Institutional Operations * Number of unannounced security audits per year		36	330,091.31	11,883,287	
Victims Assistance * Number of victim notifications per year		35,261	58.52	2,063,479	
Inspector General Investigations * Number of investigations completed per year		4,410	2,080.03	9,172,912	
Inmate Substance Abuse Program * Number of inmates participating in substance abuse programs		45,737	139.25	6,368,760	
General Equivalency Diploma * Number of inmates participating in General Equivalency Diploma (GED)		2,064	3,085.11	6,367,668	
Vocational Education Skills * Number of inmates participating in vocational education programs		4,789	1,291.33	6,184,174	
Basic Literacy Skills * Number of inmates participating in basic literacy programs		1,700	1,355.95	2,305,117	
Other Academic Skills * Number of inmates participating in academic education programs		8,086	715.59	5,786,251	
Library Services * Number of inmates participating in library services programs		2,481,914	0.96	2,371,863	
Transition Skills Training * Number of inmates participating in transition skills programs		42,585	141.20	6,012,818	
Faith-based Transitional Programs * Number of inmates participating in faith-based activities		40,913	76.66	3,136,226	
Instruct, Supervise, Investigate And Report * Number of non-specialized offenders actively supervised in a year		120,873	1,847.07	223,260,368	
Drug Testing * Number of random drug tests conducted on inmates per year		637,122	2.02	1,288,191	
Electronic Monitoring * Number of community control offenders actively supervised in a year with the use of an electronic monitoring device		2,264	3,211.04	7,269,801	
Non-residential Substance Abuse Treatment *		31,204	63.51	1,981,627	
Residential Substance Abuse *		4,255	5,832.67	24,818,009	
Offender Interstate Movement * Number of interstate transfers per year		12,002	77.26	927,284	
TOTAL				2,288,971,202	161,260,036
SECTION III: RECONCILIATION TO BUDGET					
PASS THROUGHS					
TRANSFER - STATE AGENCIES					
AID TO LOCAL GOVERNMENTS					
PAYMENT OF PENSIONS, BENEFITS AND CLAIMS					
OTHER					
REVERSIONS				22,418,602	94,848
TOTAL BUDGET FOR AGENCY (Total Activities + Pass Throughs + Reversions) - Should equal Section I above. (4)				2,311,389,804	161,354,884

SCHEDULE XI/EXHIBIT VI: AGENCY-LEVEL UNIT COST SUMMARY

- (1) Some activity unit costs may be overstated due to the allocation of double budgeted items.
- (2) Expenditures associated with Executive Direction, Administrative Support and Information Technology have been allocated based on FTE. Other allocation methodologies could result in significantly different unit costs per activity.
- (3) Information for FCO depicts amounts for current year appropriations only. Additional information and systems are needed to develop meaningful FCO unit costs.
- (4) Final Budget for Agency and Total Budget for Agency may not equal due to rounding.

IUCSSP03 LAS/PBS SYSTEM
BUDGET PERIOD: 2000-2011
STATE OF FLORIDA

SP 09/29/2009 09:11
SCHED XI: AGENCY-LEVEL UNIT COST SUMMARY
AUDIT REPORT CORRECTIONS, DEPT OF

ACTIVITY ISSUE CODES SELECTED:

TRANSFER-STATE AGENCIES ACTIVITY ISSUE CODES SELECTED:

1-8:

AID TO LOCAL GOVERNMENTS ACTIVITY ISSUE CODES SELECTED:

1-8:

THE FOLLOWING STATEWIDE ACTIVITIES (ACT0010 THROUGH ACT0490) HAVE AN OUTPUT STANDARD (RECORD TYPE 5)
AND SHOULD NOT:

*** NO ACTIVITIES FOUND ***

THE FCO ACTIVITY (ACT0210) CONTAINS EXPENDITURES IN AN OPERATING CATEGORY AND SHOULD NOT:
(NOTE: THIS ACTIVITY IS ROLLED INTO EXECUTIVE DIRECTION, ADMINISTRATIVE SUPPORT AND INFORMATION
TECHNOLOGY)

*** NO OPERATING CATEGORIES FOUND ***

THE FOLLOWING ACTIVITIES DO NOT HAVE AN OUTPUT STANDARD (RECORD TYPE 5) AND ARE REPORTED AS 'OTHER' IN
SECTION III: (NOTE: 'OTHER' ACTIVITIES ARE NOT 'TRANSFER-STATE AGENCY' ACTIVITIES OR 'AID TO LOCAL
GOVERNMENTS' ACTIVITIES. ALL ACTIVITIES WITH AN OUTPUT STANDARD (RECORD TYPE 5) SHOULD BE REPORTED
IN SECTION II.)

*** NO ACTIVITIES FOUND ***

TOTALS FROM SECTION I AND SECTIONS II + III:

DEPARTMENT: 70	EXPENDITURES	FCO
FINAL BUDGET FOR AGENCY (SECTION I):	2,311,389,522	161,354,884
TOTAL BUDGET FOR AGENCY (SECTION III):	2,311,389,804	161,354,884
DIFFERENCE:	282-	
(MAY NOT EQUAL DUE TO ROUNDING)	=====	=====

**SCHEDULE XIII
PROPOSED CONSOLIDATED FINANCING OF DEFERRED-PAYMENT
COMMODITY CONTRACTS**

Contact Information
Agency: Florida Department of Corrections
Name: Richard Prudom, Director of Budget & Finance
Phone: 850-410-4131
E-mail address: prudom.richard@mail.dc.state.fl.us

Deferred-payment commodity contracts are approved by the Department of Financial Services (department). The rules governing these contracts are in Chapter 69I-3, *Florida Administrative Code* and may be accessed via the following website <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=69I-3>. Information on the program and other associated information on the Consolidated Equipment Financing Program and Guaranteed Energy Savings Contracts may be accessed via the following website <http://www.fldfs.com/aadir/cefp/index.htm>.

For each proposed deferred-payment commodity contract that exceeds the threshold for Category IV as defined in Section 287.017, *Florida Statutes*, complete the following information and submit Department of Financial Services forms Lease Checklist DFS-A1-411 and CEFP Checklist DFS-A1-410 with this schedule.

1. Commodities proposed for purchase.
Attached is the Energy Audit Agreement for proposed Phase III Contract. The commodities to be purchased are energy performance savings equipment options as set forth in Attachment A (list of facilities with Energy Conservation Measures, ECM).
2. Describe and justify the need for the deferred-payment commodity contract including guaranteed energy performance savings contracts.
The resulting contract will provide a financing mechanism for third party loan deferred payments over a set time period. The contract will provide for a guaranteed energy savings equal to or exceeding the value of the commodities (purchases) and interest on the loan.
3. Summary of one-time payment versus financing analysis including a summary amortization schedule for the financing by fiscal year (amortization schedule and analysis detail may be attached separately).
The amortization schedule is attached in the document.
4. Identify base budget proposed for payment of contract and/or issue code and title of budget request if increased authority is required for payment of the contract.
Funding will be included in budget entity Correctional Facilities Maintenance and Repair, Deferred - Payment Commodity Contracts category through a transfer from Expenses only if necessary.

GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS
CONTRACT

By and Between

FPL Services, LLC.

and

Department of Corrections

September , 2009

Central Florida Reception Center (Main, East & South Units), Avon Park Main Unit & Work Camp (WC), Marion Main Unit & WC, Taylor Annex and Main Unit, Cross City Main Unit & WC, Columbia Main Unit & WC, Sumter Main Unit & WC, Kissimmee Work Release Center, Orlando Work Release Center, Florida Corrections Academy - Orlando, Putnam CI, Sago Palm WC and Dade CI

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 Section 1.1. Definitions5
 SECTION 2. INCORPORATION7
 Contractor's Proposal in response to the Procurement Solicitation Documents and addenda (Appendix B).....7
 Section 1.4. ~~Notwithstanding, the provisions of this Contract shall govern over its attachments in the event of any inconsistencies between the Contract and attachments, and this Contract and the attached Schedules shall govern in the event of any inconsistencies between the Technical Energy Audit and Analysis and the provisions of this Contract.~~Section 1.4. Energy Management Plan7
 Section 3.1. Commencement Date8
 Section 3.2. Term of Contract; Interim Period.....8
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 (a) The Agency shall be named as the beneficiary of the bonds. Contractor's bonds shall provide that the insurer or bonding company shall pay losses suffered by the Agency directly to the Agency. Contractor or its insurer shall provide the Agency 30 days prior written notice that the bond(s) has been renewed together and of any attempt to cancel or to make any other material changes in the status, coverage or scope of the required bond or of Contractor's failure to pay bond premiums. The Agency shall not be responsible for any premiums or assessments of the bond(s).19
 Successful, full, and satisfactory completion, including the dates specified between the Agency and Contractor, of the Equipment installation, ongoing performance, consumable supplies and maintenance herein concerned.19
 (c) No payments shall be made to Contractor until the performance bond is in place.19
 (d) To be acceptable to the Agency as surety for performance bonds, the Surety Company shall:19
 Have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida19

Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code	19
Be in full compliance with the provisions of the Florida Insurance Code	19
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GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS
CONTRACT

This Guaranteed Energy, Water, and Wastewater Performance Savings Contract (this "Contract") is made and entered into as of the day last signed below, at Tallahassee, in the County of Leon, State of Florida, by and between FPL Services, LLC ("Company"), having its principal offices at 6001 Village Blvd, West Palm Beach, Florida, and the Florida Department of Corrections ("Agency") with its principal offices at 2601 Blair Stone Road, Tallahassee, Florida, for the purpose of installing certain equipment, and providing other services designed to reduce energy or water consumption, wastewater production, or energy related operating costs for Agency.

RECITALS

WHEREAS, on January 1, 2008, the Company and the Florida Department of Management Services entered into State Term Contract No. 973-320-08-I, authorizing Company to perform work for Agency and other eligible users under the "Guaranteed Energy, Water, and Wastewater Performance Savings Contract Act" as set forth in § 489.145, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the State Term Contract, Agency obtained from Company an Audit that (i) recommends certain Conservation Measures at the Facilities, (ii) summarizes the costs of those Conservation Measures, and (iii) provides an estimate of the amount of cost savings resulting from those Conservation Measures; and

WHEREAS, Agency finds that the amount it would spend on the Conservation Measures will not likely exceed the amount of the cost savings for up to twenty (20) years after the date of installation, based on the calculations required under the Act; and

WHEREAS, the qualified provider or providers give a written guarantee that the cost savings will meet or exceed the costs of the system and the actual cost savings must meet or exceed the estimated cost savings provided in the executed contract; and

WHEREAS, all selection criteria, notice requirements, certifications and approvals set forth in the Act have been satisfied or obtained; and

WHEREAS, Company has made an assessment of the energy, water and/or wastewater performance characteristics of the facilities and existing Equipment described in Schedule B, which Agency has approved; and

WHEREAS, the Parties desire that Company install the Conservation Measures at the Facilities in accordance with and subject to the terms set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained

herein, and intending to be legally bound hereby, Agency and Company agree as follows:

SECTION 1. DEFINITIONS.

Section 1.1 Definitions. The following terms have the meanings specified below unless the context clearly requires otherwise:

“Agency” means the governmental entity which has entered into this Contract, or any governmental entity succeeding to the powers and duties of any of the foregoing pursuant to law or governmental reorganization.

“Annual Excess Savings” means the amount of any actual annual Cost Savings that exceeds total annual contract payments made by Agency under this Contract for such calendar year pursuant to § 489.145(3)(d)(2).

“Annual Reconciliation” means a determination pursuant to § 489.145(5)(e), Florida Statutes, and Section 5.3 of this Contract, as to whether a shortfall in annual Cost Savings or an excess in annual Cost Savings exists based on the provisions of Company’s written savings guarantee reflected in Schedule C (Savings Guarantee) with savings calculated according to Schedule F (Savings Calculation Formula).

“Baseline” means Agency’s fuel, energy or water consumption, wastewater production for each CM Group. The initial Baseline shall be for each month of the calendar year preceding the year this Contract is entered and is set forth in Schedule H (Baseline). To the extent the Baseline may be adjusted, it shall be adjusted in accordance with Schedule H.

“Commencement Date” means, with respect to each CM Group, the first day of the calendar month after which all of the following events have occurred: (i) all schedules are in final form and accepted by Agency; (ii) Company has delivered a notice to Agency that it has completed all of the CMs in a CM Group in accordance with the provisions of Schedule G (Construction and Installation Schedule); and (iii) Agency has inspected and accepted said installation and operation as evidenced by an executed Certificate of Acceptance as set forth in Schedule P.

“Company” means the contractor identified in the first paragraph of this Contract.

“Conservation Measure” or **“CM”** means each of the facility alterations or equipment purchases set forth in Schedule A, together with any training programs incidental to this Contract, which reduces energy or water consumption, wastewater production, or energy-related operating costs at the Facilities. CMs may only include, and this contract is void as to any other measures than, items listed in § 489.145 (3) (b) Florida Statutes.

“Cost Savings” means the measured reduction in the cost of fuel, energy, water consumption, or wastewater production, and stipulated operation and maintenance, if applicable, created from the implementation of one or more Conservation Measures when compared with the established Baseline. The Cost Savings shall be determined in accordance with the formulas and

methodologies set forth in Schedule F, which will include a minimum real return on investment calculation and a specification of a benchmark cost of capital described in Schedule S (Specification of a Benchmark Cost of Capital, Minimum Rate of Return).

“Equipment” means all items of property described in the Schedule A (Conservation Measures to Be Installed by Company) and any other items of property pursuant to § 489.145(3)(b) Florida Statutes.

“Facilities” means the state-owned facilities as described in the first paragraph of this Contract and reflected on Schedule B (Pre-existing Equipment Inventory). A Facility must be a distinct auditable unit, measurable by the FEMP standards referenced in Section 5.2.

“Fiscal Year” means the annual period from July 1st through June 30th.

“CM Group” means each group of CMs or other deliverables as listed in Schedule A. A CM Group may not be smaller than an auditable unit or greater than a facility. With respect to each CM Group, this Contract, together with Agency Certificate of Acceptance, and the fully executed Description of Facilities relating thereto, shall constitute a separate contract relating to each CM Group. With respect to any CM Group, the payment due from Agency to either Company, or a Lender under any Financing Agreement, on each payment date is shown in the Schedule D (Compensation to Company and Deliverables), or Schedule L (Financing Agreement), completed for such CM Group.

“Guarantee” means Company’s guarantee reflected on Schedule C (Savings Guarantee), whereby Company guarantees that the savings will meet or exceed the costs of the CMs and the estimated cost savings established under this Contract.

“Interim Period” means the period from the date the contract is signed until the Commencement Date.

“Investment Grade Energy Audit” (IGEA) or “Audit” means the detailed energy, water and/or wastewater audit performed by Company, along with an accompanying analysis of the Conservation Measures, and their costs, savings, and benefits prior to entry of this Contract. The Audit includes a narrative describing and justifying the need for the CMs. The Audit is attached as Appendix B and has been accepted by Agency as set forth in Schedule N (Certificate of Acceptance Investment Grade Audit).

“Legally Available Funds” means funds duly appropriated or otherwise legally available for the purpose of making payments under this Contract.

“Non-Appropriation” means the failure of an appropriation or availability of the Governing body of Agency or the Legislature to appropriate money for any Fiscal Year sufficient for the continued performance by Agency of all of Agency's obligations under this Contract as evidenced by the passage of a final budget which does not include funding sufficient to pay all payments due.

“Parties” means both the Agency and the Company collectively.

“Savings Calculation Formula” means the Company’s Savings Calculation Formula reflected on Schedule F.

“State Agency” means each state department, departmental unit described in § 20.04, Florida Statutes, commission, regional planning agency, board, district, and authority.

“Term” means the term of this Contract as set forth in Section 3 of this Contract.

SECTION 2. INCORPORATION OF OTHER DOCUMENTS

Section 2.1. This Contract incorporates and makes a part hereof the following documents, listed in their order of precedence in the event of a conflict between any of their terms and conditions:

- 1- This Contract
- 2- All Schedules and Appendixes listed in the Table of Contents
- 3- The State Term Contract [*currently 973-320-08-1*] (Appendix A)
- 4- The Investment Grade Energy Audit (Appendix B)

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Section 2.2. Investment Grade Energy Audit. Company has, under separate agreement, submitted the complete Investment Grade Energy Audit and analysis of the Facilities attached as Appendix B and dated March 2, 2009, which have been approved and accepted by Agency as set forth in Schedule N (Certificate of Audit Acceptance Investment Grade Energy Audit). The Investment Grade Energy Audit includes all Conservation Measures agreed upon by the parties.

Section 2.3 The contract shall now also contain.

- (a) Supporting information required by § 216.023(4)(a)9 Florida Statutes, in § 287.063(5) Florida Statutes and § 287.064(11) Florida Statutes. For contracts approved under this section, the criteria at a minimum, include the Schedule S, specification of a benchmark cost of capital and minimum real rate of return on energy, water, or wastewater savings against which proposals have been evaluated.
- (b) Documentation supporting recurring funds requirements in § 287.063(5) Florida Statutes and § 287.064(11) Florida Statutes. (Schedule T)
- (c) Approval by the head of the agency or his or her designee. (Schedule U)
- (d) An agency measurement and verification plan to monitor Cost Savings (Schedule V)

Section 2.4 Useful Life and Replacement. Company shall provide for the replacement or the extension of the useful life of the equipment during the term of the contract. The useful life of each CM is identified in Schedule A (Conservation Measures to be Installed by Company and Description of Facilities).

SECTION 3. TERM OF CONTRACT

Guaranteed Energy, Water, & Wastewater
Performance Savings Contract

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(Last Modified August, 2009 Eric Griffin)

Section 3.1 Initial Term; Interim Period. Each CM Group shall have its own individual Term. The Term shall begin on the date this Contract becomes fully executed and, subject to the renewal provision in Section 3.2 and the termination provisions in Section 7, shall expire at the end of Fiscal Year in which the Commencement Date occurred. The Contract shall be effective and binding upon the parties immediately upon the date it is last signed, and the period from such contract execution until the Commencement Date shall be known as the Interim Period.

Section 3.2 Renewals. The Term shall automatically renew for each successive Fiscal Year subject to the agency making sufficient annual appropriations based upon continued realized savings [see § 489.145 (5)(g)]; provided, however, the Term shall not extend beyond the earlier of (i) the term described in the Cash Flow in Schedule O of this Contract; (ii) the effective date of termination under Section 7 of this Contract; or (iii) twenty (20) years after the Commencement Date.

SECTION 4. SCOPE OF WORK

Section 4.1 Installation of CMs

(a) Company shall install the CMs in the Facilities pursuant to specifications in Schedule A (CMs) and Appendix B (IGEA). Construction and installation shall proceed in accordance with the Construction Schedule approved by Agency and attached hereto as Schedule G (Construction and installation Schedule). Agency is not obligated to make any payments to the Company until Schedule P (Agency Certificate of Acceptance of CM) has been issued to the Company.

(b) Company shall perform all tasks/phases under this Contract in such a manner so as not to harm the structural integrity of the buildings or their operating systems and so as to conform to the Standards of Comfort set forth in Schedule I and the Construction Schedule specified in Schedule G (Construction and Installation Schedule). Company shall repair and restore to its original condition any area of damage caused by Company's performance under this Contract. Agency reserves the right to direct Company to take certain corrective action if the structural integrity of the Facilities or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by Company's performance of the work shall be borne by Company.

(c) Company shall remain responsible for the professional and technical accuracy of all services performed, whether by Company or its subcontractors or others on its behalf, throughout the term of this Contract.

Section 4.2 Acceptance of CMs

(a) When Company considers the CM Group to have been substantially completed in accordance with all contractual requirements, Company shall provide Agency with a written request for Schedule P (Agency Certificate of Acceptance of CM). Within ten (10) business

days from receipt of Company's written request, Agency will make an inspection to determine whether the CM Group installation is complete. If Agency determines the CM Group installation is not complete, Agency will provide Company with a specific material performance deficiency list of all items that must be corrected or completed before Agency would consider the CMs complete. An executed Certificate of Acceptance or deficiency list will be provided to Company within fifteen (15) business days from receipt of Company's written request. If Company receives a deficiency list and once Company has completed all items on the deficiency list, Company can request a second inspection by Agency to verify the CM Group to be installed is complete. Again the re-inspection shall occur within ten (10) business days and a written response within fifteen (15) business days. When the CM Group to be installed is considered completed, and Agency has received from Company all appropriate certificates of title, Agency will provide the Company Schedule P (Agency Certificate of Acceptance of CM), which shall establish the Commencement Date.

(b) The Parties intend that an Agency Certificate of Acceptance of CM will be executed for each CM Group installation as soon as the installation is complete and beneficial use is provided. However, it is anticipated and agreed that Agency may require use of some installed and completed CMs prior to the completion of all CMs. In such situations, the Parties will conduct acceptance inspections and Certificates of Acceptance of CM as described above, for that CM Group to be installed which is being operated and Agency is receiving beneficial use. Except as specified in Schedule K (Company's Maintenance), any maintenance and repairs due to ordinary wear and tear caused by such use will be made at the expense of Agency.

Section 4.3 Maintenance. Company shall provide service, repairs, and adjustments to the CMs pursuant to Schedule K (Company's Maintenance Responsibilities and Training). Agency shall incur no cost obligations to Company for service, repairs, and adjustments, except as set forth in Schedule D (Compensation to Company and Deliverable); provided, however, that when the need for Company maintenance or repairs principally arises due to the negligence or willful misconduct of Agency or any employee or other agent of Agency, and Company can so demonstrate such causal connection, Company may charge Agency for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds. Failure to use the appropriate technical requirements as identified in Schedule A (Conservation Measures to be Installed by Company & Description of Facilities) and Appendix B (Investment Grade Energy Audit) will result in automatic task rejection and may not be invoiced or paid until correction of the task. Failure to complete the required duties as outline in this Contract (including but not limited to Sections 4, 5, 8, 10 and Schedule K) may result in the rejection of the invoice.

Section 4.4 Records and Data

(a) Agency has furnished or shall furnish (or cause its suppliers to furnish) to Company, upon its request, all of its records and complete data concerning energy or water usage and energy/water-related maintenance for the Facilities described in Schedule B (Pre-existing Equipment Inventory). During the Term, Agency will provide Company copies of all energy

and water bills relevant to CMs on a regular basis so that Company may provide the Cost Savings report identified in subsections 4.4(b) and 5.3 below.

(b) The reports to be issued by Company to Agency are more particularly delineated in Schedule D, Deliverables. At a minimum, Company shall provide an annual Cost Savings and reconciliation report calculated in accordance with Schedule F (Savings Calculation Formula).

(c) Company shall also furnish Agency with a full set of diagrams, instructions, manuals, reports and other documentation needed to maintain and operate the CMs.

(d) If this Contract is terminated for any reason, all finished or unfinished documents, data, studies, correspondence, reports and any other products prepared for the purpose of performing this Contract, shall be made available to, or delivered to, Agency for its use before any additional payments are made for any reason.

(e) Company shall be subject to audit by the State or its designee. Agency shall have the right upon reasonable notice to have its employees or agents inspect all of the books and records of the Company relating to this Contract at Company's principal place of business during Agency's normal business hours.

(f) If Agency receives a public records request related to the Contract, Company shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law.

Section 4.5 Training. Company shall conduct the training program described in Schedule K (Company's Maintenance Responsibilities and Training) hereto. The training specified in Schedule K (Company's Maintenance Responsibilities and Training) must be completed prior to acceptance of the CM. Company shall provide ongoing training whenever needed with respect to updated or altered equipment, including upgraded software as defined by the software manufacturer. Such training shall be provided at no additional cost to Agency.

Section 4.6 Permits and Approvals. Company shall be responsible for obtaining all governmental permits and approvals as may be required for installation of the CMs and for the performance of its obligations hereunder. Agency shall cooperate with Company in obtaining all such permits and approvals. In no event shall Agency, however, be responsible for payment of any permit fees. The equipment and the operation of the equipment by Company shall at all times conform to all federal, state and local code requirements. Company shall furnish copies of each permit or license which is required to perform the work to Agency before Company commences the portion of the work requiring such permit or license.

SECTION 5. PAYMENTS TO COMPANY

Section 5.1 Energy, Water, and Wastewater Performance Savings Guarantee. Company has formulated and provided a written Guarantee that the Cost Savings will meet or exceed the costs of the Conservation Measures and the estimated cost savings set forth in the Audit pursuant

to § 489.145(4)(c), Florida Statutes, and that the amount of any actual annual savings meet or exceed total annual contract payments made by the agency for the contract pursuant to § 489.145 (3)(d)(2), Florida Statutes. Any provisions providing for deemed savings are void and there will be no stipulation as to savings amounts achieved other than operating, maintenance, and cost avoidance as allowed, if applicable. The Guarantee is attached as Schedule C, providing the annual level of Cost Savings to be achieved as a result of the Conservation Measures provided for in this Contract and in accordance with the Savings Calculation Formula as set forth in Schedule F, which is calculated in compliance with Florida law. The Guarantee is set forth in annual increments for the term of the Contract as specified in Schedule C and has been structured so as to be sufficient to cover any and all annual payments required to be made by the Agency as set forth in Schedule D (Compensation to Company) and Schedule L (Financing Agreement if applicable).

Section 5.2 Measuring Cost Savings. The Parties will measure the Cost Savings using the cost savings formula set forth in Schedule F and the the monitoring and verification plans set forth in Schedule V. Company will ensure that the reported Cost Savings have in fact been recognized or the provisions of Sec. 5.3 will apply. In the case of energy-related CMs, the Cost Savings shall be based on the Federal Energy Management Program's (FEMP) *M&V Guidelines: Measurement and Verification for Federal Energy Management Projects version 3.0*.

Section 5.3 Annual Reconciliation.

(a) Reconciliation Reports. Pursuant to § 489.145(5)(e), Florida Statutes, Company is required to provide to Agency an annual reconciliation of the Cost Savings. Within sixty (60) days after each year from the Commencement Date, Company will deliver to Agency's Contract Manager, identified in Section 19.9 below, an Annual Reconciliation report for such calendar year, reflecting the amount guaranteed and the amount of actual Cost Savings achieved. Upon delivery of the report and all supporting documentation, Agency will have thirty (30) business days to accept or reject the report. Agency shall provide written notice of such rejection, within the stated acceptance period, specifying the basis of the deficiency. Company shall have forty-five (45) business days to cure such deficiency and deliver to Agency a corrected reconciliation report. If the Agency fails to reject any report (including corrected reconciliations) within sixty (60) business days of receipt of all required documentation, Agency shall be deemed to have accepted the Annual Reconciliation contained in the report as of the final day of the 60th business day period, unless a longer acceptance period is mutually agreed upon in writing. Company shall provide copies of the reports to the Department of Management Services and the Chief Financial Officer to validate that savings have occurred. The Annual Reconciliation report verification requirements of the Agency's Measurement and Verification plan (M&V Plan) is in the form attached, see Schedule V (Agency Measurement & Verification Plan to Monitor Cost Savings).

(b) Annual Shortfalls. If the Annual Reconciliation reveals a shortfall in guaranteed Cost Savings, Company is liable for such shortfall and shall pay to Agency the amount of the shortfall, together with interest equal to that provided in any financing agreement from the time the Annual Reconciliation first revealed a shortfall and the time of repayment. Agency shall

submit to Contractor a written statement as to the amount of the shortfall (Agency Shortfall Payment Demand) to the extent the Annual Reconciliation or an Agency M&V Plan review reveals such shortfall, which may be incorporated into the Agency's response to Company's Annual Reconciliation. Company shall remit such payments to Agency within sixty (60) days of written notice by Agency of such monies due. If Company fails to make such payment to Agency within ___ days after demand therefore, Agency may offset the amount due against payments required under Schedule D, or in the event of third-party financing, demand payment pursuant to the security instrument identified in Schedule C (Savings Guarantee).

(c) Annual Excess Savings. Annual Excess Savings shall be distributed as follows: (1) zero (0)% shall first be applied to reimburse Company for any payment Company made to Agency under the Annual Shortfall provisions in Section 5.4(b) for previous years (but not subsequent years), (2) then to prepay the amounts due pursuant to Schedule D (Compensation to Company) or, if applicable, Schedule L (Financing Agreement), and if no such payments are due, (3) then to the Parties as follows: 100% to Agency.

Section 5.4 Agency Payment. Agency shall either (i) pay Company as set forth in Schedule D (Compensation to Company and Deliverables), to the extent of actual annual savings in accordance with the Act, or (ii) pay the Lender pursuant to Schedule L (Financing Agreement), if applicable. All other payment and contract provisions of § 287.058 (1) Florida Statutes, are incorporated herein by reference. In the event Agency fails to make payment within forty (40) days of the due date, Agency shall pay, as late charges, any interest assessed for untimely payment. The interest rate will be the rate set pursuant to Section 55.03, Florida Statutes. Agency shall not be required to begin any payments to Company under this Contract unless and until an Agency Certificate of Acceptance of CM as set forth in Schedule P has been issued. Agency shall pay Company pursuant to § 215.422 Florida Statutes. The Parties agree that (i) at least one-twentieth of the price must be paid within two years from the Commencement Date by Agency, using straight-line amortization for the term of the loan, (ii) the remaining costs are to be paid at least quarterly, not to exceed a 20 year term, based on life cycle cost calculations, and (iii) the Cost Savings are guaranteed to the extent necessary to make payments.

Section 5.5 Financing. In the event the Parties have agreed to a separate Financing Agreement with a third party, incorporated herein as Schedule L (Financing Agreement), Agency is financing the acquisition, which constitutes Agency's source of funding for its obligations under this Contract. Company may not assess any late fees for an Agency failure to deliver the completed documents to the Lender unless Company has provided all invoices and other documentation required under Schedule L (Financing Agreement) on a timely basis to Agency.

Section 5.6 Current Expense. Agency's obligations hereunder constitute a current expense that is payable exclusively from Legally Available Funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither Agency nor the State nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments

under this Contract.

Section 5.7 Baseline Costs. Actual savings are measured against baseline costs, the expenses that the Agency would have incurred had the delivery order not been implemented. The parties agree that baseline costs shall be calculated using the Baseline set forth in Exhibit H, which has been based on the Federal Energy Management Program's (FEMP) *M&V Guidelines: Measurement and Verification for Federal Energy Management Projects version 3.0*. Details of the Monitoring and Verification methodology shall be agreed upon by the Parties and documented in Schedule F.

SECTION 6. FISCAL FUNDING

Section 6.1 Annual Appropriations. Agency is an agency of the State and Agency's performance and obligation to pay under this Contract is contingent upon an annual appropriation. Agency, as an agency of the State, is subject to the appropriation of funds by the governing body of Agency in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Contract for each and every Fiscal Year following the Fiscal Year in which the Contract is in effect.

Section 6.2 Agency's Intent to Request Appropriations and Make Payments. Agency intends for this Contract to continue until all payments contemplated under Section 5 have been satisfied. Agency agrees to direct the person within such Agency in charge of preparing Agency's budget to include in the budget request for each Fiscal Year the payments becoming due in such Fiscal Year. The Parties acknowledge that appropriation for such payments is a governmental function that Agency cannot contractually commit the governing body of Agency to perform and this Contract does not constitute such a commitment. However, Agency reasonably believes that money in an amount sufficient to make all Payments can and will lawfully be appropriated and made available to permit continued utilization of the CM in the performance of its essential functions during the applicable Terms.

Section 6.3 Notice of Non-Appropriation. Agency shall, upon learning that sufficient funds will not be available to continue its full and faithful performance under this Contract, provide prompt written notice to Company of such event ("Notice of Non-Appropriation").

Section 6.4 Return of Equipment. Upon termination for Non-Appropriation under Section 7.1 or 7.2, Agency shall no longer be responsible for the payment of any additional payments coming due in succeeding Fiscal Years. However, Company may by written notice to Agency, and, if Agency is a State Agency, also to the Chief Financial Officer (CFO), request that Agency, within thirty (30) days of such written notice, cause all equipment in a CM Group that Agency is no longer responsible for the payment of (together with all documents necessary to transfer legal and beneficial title thereto to Company) to be delivered to Company or Company's designee at a place in the State designated by Company.

Section 6.5 Company's Rights if Equipment is Not Returned. The Parties agree that there is no intention to create under this Contract a right in Company to dispossess Agency

involuntarily of the legal title to or the use of the CMs or any underlying equipment. Company hereby irrevocably waives any right to specific performance of Agency's covenant to transfer legal title to and return possession of the equipment to Company. If Agency fails or refuses to voluntarily transfer such equipment to Company as provided in Section 6.4, then Company shall have the right, to the extent permitted by law, to obtain a judgment against Agency from Legally Available Funds for compensatory damages in the amount of the then applicable Principal Balances as shown on the applicable Schedule D (Compensation to Company and Deliverables). If the equipment or any portion of it has been destroyed or damaged beyond repair, Agency shall pay the applicable Principal Balance of the damaged or destroyed equipment as set forth in the Schedule relating thereto to Company only to the extent not covered by any insurance obtained by Agency.

Section 6.6 No Waiver of Sovereign Immunity. Nothing herein shall be construed as waiving the sovereign immunity of the State of Florida or any agency or instrumentality thereof.

Section 7. TERMINATION

Section 7.1 Termination for Non-Appropriation. This Contract shall immediately terminate with respect to each CM Group for which a Non-Appropriation has occurred. The termination shall be effective as of the last day for which funds were appropriated and Company may then pursue its rights under Section 6 above. However, in the event that the appropriations has not been adopted by the governing body of Agency prior to the expiration of a Fiscal Year, and the Notice of Non-Appropriation is not yet due under Section 6.3, the Term will be deemed extended and renewed pending the enactment of such appropriations act. If any payments are due under this Contract during such period, such Term will be extended and renewed only if: (a) an interim or emergency budget implemented by the governing body of Agency pending enactment of a final budget makes available to Agency money that may legally be used to make payments during such period; or (b) sums are otherwise available to make such payments.

Section 7.2 Company Option to Terminate Balance of CMs. In the event of a termination under Section 7.1 above, Company may elect to terminate this Contract with respect to all, but not less than all, of the remaining CMs. This election shall be made by written notice to Agency within thirty (30) days after the Non-Appropriation has occurred and shall be effective upon the last day of the Fiscal Year for which funds were not appropriated. Upon the effective date of the termination, Agency shall pay to Company any payments and other amounts that are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Contract. In the event of termination of this Contract as provided in this Section, Agency shall comply with Sections 6.4 and 6.5 regarding the return of equipment.

Section 7.3 Termination Upon Default. This Contract is also subject to termination upon the occurrence of an event of default, as provided in Section 14 below.

Section 7.4 Effect of Termination. No CM Group Schedule shall be executed after any termination due to Non-Appropriation or Event of Default.

SECTION 8. WARRANTIES

Section 8.1 Equipment Warranties. Company covenants and agrees that all materials and equipment to be installed as part of this Contract shall be new, in good and proper working condition and protected by appropriate original equipment manufacturer (OEM) written warranties covering all parts and equipment performance. Company further agrees to deliver to Agency for inspection and approval, all such written warranties and to obtain extended OEM warranties as set forth in Schedule Q (Equipment Warranties).

All warranties shall be transferable and extend to Agency. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessary. The warranties shall be in force for a minimum of one year from the Commencement Date.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve Company from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

Section 8.2 Labor Warranties. Company warrants that all work performed under this Contract complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with Agency supplied specifications and standards.

SECTION 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 9.1 Indemnification by Company. Company shall hold and save Agency, the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from Company's breach of this Contract or Company's negligence.

Section 9.2 Indemnification by Agency. Both Parties recognize that Agency, as an agency of the State of Florida, is prohibited from entering into indemnification agreements. Subject to that prohibition, the Parties agree that Company shall not be responsible for damages resulting solely and exclusively from Agency's negligence.

Section 9.3 Limitation of Liability: Neither Party shall be liable to another for special, indirect, consequential or punitive damages, even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost operating savings. Notwithstanding the foregoing, nothing in this section will be construed to limit any of the remedies afforded to Agency under Rule 60A-1.006(3), Florida Administrative Code.

SECTION 10. OWNERSHIP

Section 10.1 Ownership of Certain Proprietary Property Rights. Agency shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of

property which are or may be used in connection with the CM. Company shall grant to Agency all rights for the duration of this Contract for any and all software or other intellectual property rights necessary for Agency to continue to operate, maintain, and repair the CM in a manner that will yield maximal consumption reductions.

Section 10.2 Ownership of Existing Equipment. Ownership of the equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of Agency even if it is replaced or its operation made unnecessary by work performed by Company pursuant to this Contract. Company shall be responsible for the disposal of all equipment and materials designated by Agency as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

Section 10.3 Ownership of Installed Equipment; Risk of Loss. Upon the issuance of a Certificate of Acceptance for a CM Group, Agency shall have all legal title to and ownership of all underlying equipment and Company shall take all actions necessary to vest such title and ownership in Agency. Prior to this date, the risk of loss or damage to all items shall be the responsibility of Company, unless loss or damage results from negligence by Agency, and Company shall be responsible for filing, processing and collecting all damage claims.

Section 10.4 Patent and Copyright. Company, without exception, shall indemnify and save harmless Agency 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 supplied by Company. Company 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 Company or is based solely and exclusively upon Agency's alteration of the article. Agency will provide prompt written notification of a claim of copyright or patent infringement and will afford Company full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending Company may, at its options and expenses procure for Agency the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, Agency agrees to return the article on request to Company and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the negotiated prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

SECTION 11. FACILITIES MAINTENANCE AND EQUIPMENT SERVICES

Section 11.1 Conservation Procedures. Agency agrees that it shall adhere to, follow and implement the conservation procedures and methods of operation to be set forth on Schedule J (Agency's Maintenance Responsibilities).

Section 11.2 Changes to CMs and Facilities by Agency. To the extent Company is responsible for maintenance under Section 4.3, Agency shall not move, remove, modify, alter, or change in any way the CMs or any part thereof without the prior written approval of Company,

which consent shall not be unreasonably withheld, except as set forth in Schedule J (Agency's Maintenance Responsibilities). Notwithstanding the foregoing, Agency may take reasonable steps to protect a CM if, due to an emergency, it is not possible or reasonable to notify Company before taking any such actions. In the event of such an emergency, Agency shall take reasonable steps to protect the CM from damage or injury and shall follow instructions for emergency action provided in advance by Company. Agency agrees to maintain the Facilities in good repair and to protect and preserve all portions thereof that may in any way affect the operation or maintenance of the CM. If Company contends that Agency is not performing maintenance responsibilities in accordance with Schedule J (Agency's Maintenance Responsibilities), or that Agency has made any other material changes, including a change in manner of use, hours of operation for the equipment, permanent changes in the comfort and service parameters, occupancy or structure of the Facilities, types and quantities of equipment at the Facilities, then Company shall submit a report to Agency and Agency, in consultation with Company, shall determine what, if any, adjustments to Baseline will be made.

Section 11.3 Changes to CMs by Company. Notwithstanding anything to the contrary in this Contract or elsewhere, Company shall at all times have the right, subject to Agency's prior written approval, which approval shall not be unreasonably withheld, to change the CM, revise any procedures for the operation of the equipment or implement other saving actions in the Facilities, provided that (i) such modifications or additions to, or replacement of the CM, and any operational changes, or new procedures are necessary to enable Company to achieve the savings at the Facilities and; (ii) any cost incurred relative to such modifications, additions or replacement of the CM, or operational changes or new procedures shall be the responsibility of Company. All modifications, additions or replacements of the CM or revisions to operating or other procedures shall be made by written amendment to this Contract pursuant to § 255.258 Florida Statutes.

SECTION 12. PROPERTY/CASUALTY/INSURANCE

Section 12.1 Insurance. At all times during the Term, Company shall maintain in full force and effect all insurance coverages customary for companies in its industry of comparable size, including: (1) Workmen's Compensation Insurance sufficient to cover all of the employees of Company working to fulfill this Contract, and (2) Casualty and Liability Insurance on the CMs Contractor delivers and Liability Insurance for its employees and the possession, operation, and service of the underlying equipment. The limits of such insurance shall be not less than \$1,000,000 for injury to or death of one person in a single occurrence and \$1,000,000 for injury to or death of more than one person in a single occurrence and \$1,000,000 for a single occurrence of property damage. Such policies shall name Agency as an additional insured.

Prior to commencement of work under this Contract, Company will be required to provide Agency with current certificates of insurance specified above. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days' prior written notice has been given to Agency.

The policies for Bodily Injury and Property Damage Liability Insurance shall be written

to include Contractual Liability Insurance to protect Company against claims from the operations of subcontractors.

Section 12.2 Damage. Company shall be responsible for (i) any damage to the equipment to be installed or to any other property on the Facilities and (ii) any personal injury where such damage or injury occurs as a result of Company's performance under this Contract, but only to the extent caused by the acts or omissions of Company.

Section 12.3 Insurance Policy Guarantee. In the event an insurance policy is selected to support the Schedule C, Guarantee, such policy shall be in an amount equal to the amount of the Guarantee during the remaining term of the Guarantee Period. It shall name the state as a beneficiary and shall provide that payment shall be made to Agency upon presentation to the Insurer of one or more Agency Shortfall Payment Demands. It shall provide that the Insurer may conclusively rely as to the completeness and accuracy of all statements in such Agency Shortfall Payment Demands. The Insurer shall not be required to make any inquiry, inspection or investigation in connection therewith. In the event a dispute as to an Annual Reconciliation shortfall is resolved in Company's favor, Company will first reimburse the Insurer from the funds it receives.

SECTION 13. BOND

Section 13.1 Agency shall be provided with the following bonds, within thirty (30) days of the date of this Contract:

(a) Construction Bond: Company shall furnish Agency a Construction Bond, substantially in the form provided in Schedule M (Performance Bond), in the amount of **\$13,943,822**. The Construction Bond shall remain in effect until the CM is accepted by Agency as provided in Schedule P (Agency Certificate of Acceptance of CM).

(b) Surety Bond: In the event a surety bond is selected to support the Schedule C Guarantee, Company shall furnish Agency a surety bond equal to the amount of the Guarantee during the remaining term of the guarantee period. As security for payment under Company's guarantee, Company shall provide to Agency such surety bond provided by an institution assigned one of the two highest policyholder ratings accorded insurers by A.M. Best & Company or any comparable service. Each surety bond shall be payable to Agency, or available to be drawn upon by it upon failure of Company to make payment in accordance with Section 5.4. If a disbursement is made under the surety bond, it shall be the obligation of Company, and not Agency, to reimburse the provider of the instrument. Company shall at all times maintain the surety bond in effect in an amount sufficient to cover the amount of the Guarantee during the remaining term of the guarantee period.

Section 13.2 Bond Provisions. The following provisions shall apply to the bonds in this Section:

(a) Agency shall be named as the beneficiary of the bonds. Company's bonds shall provide

that the insurer or bonding company shall pay losses suffered by Agency directly to Agency. Company or its insurer shall provide Agency thirty (30) days prior written notice that the bond(s) has been renewed together and of any attempt to cancel or to make any other material changes in the status, coverage or scope of the required bond or of Company's failure to pay bond premiums. The cost of bonds shall be reflected as a project cost and included in the Conservation Measures to be installed.

(b) Company shall follow § 255.05 "Bond of contractor constructing public buildings; form; action by materialmen" of the Florida Statutes.

(c) No payments shall be made to Company until the bond is in place as per § 255.05 Florida Statutes.

(d) To be acceptable to Agency as surety for performance bonds, the surety company shall:

(i) Have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in the State of Florida

(ii) Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(iii) Be in full compliance with the provisions of the Florida Insurance Code

(iv) Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

SECTION 14. EVENTS OF DEFAULT

Section 14.1 The following are events of default under this Contract:

(a) Any failure by either Party to pay any payment required to be paid when due. A State Agency's failure to pay for reason of Non-Appropriation shall not constitute an event of default, and shall be governed by Section 6 of this Contract.

(b) Any failure by either Party to observe and perform any material covenant, condition or agreement on its part to be observed or performed hereunder or under this Contract, other than as referred to in Clause (a) of this Section.

(c) Company initiates a proceeding in any court, seeking liquidation, reorganization, debt arrangement, dissolution, winding up, appointment of trustee, receiver, custodian, or the like for substantially all of its assets, and such proceeding continues undismissed, unstayed and in effect for a period of 60 consecutive days; or an order for relief is entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

SECTION 15. REMEDIES UPON DEFAULT

Section 15.1 Opportunity to Cure Defaults. Each Party shall have a period of forty (40) days after being notified of an event of default to cure said default, provided that the Party has not already failed to cure a default under the terms of this Contract.

Section 15.2 Remedies upon Default by Agency. If a default by Agency is not cured in accordance with Section 15.1, Company may, without a waiver of other remedies which exist in law or equity, exercise all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by Agency, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy.

Section 15.2 Remedies Upon Default by Company. If a default by Company is not cured in accordance with Section 15.1, Agency shall have the following remedies in law or equity:

(a) Agency may exercise any and all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred in exercise of its remedy.

(b) Agency may take any and all steps necessary to cure Company's default including the hiring or contracting of third parties to fulfill Company's obligations. In the event Agency takes any action to effect such cure, Company shall be obligated to reimburse Agency for Agency's costs and expenses, including cost of cover pursuant to Fla. Admin. Code Rule 60A-1.006 (3).

SECTION 16. ASSIGNMENT

Section 16.1 Assignment by Company. Company acknowledges that Agency is induced to enter into this Contract by, among other things, the professional qualifications of Company. Company agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of Agency; provided Company can without prior approval from Agency assign this Contract to its parent or affiliate companies.

Company may, with prior written approval of Agency, which consent shall not be unreasonably withheld, delegate its duties and performance under this Contract, and/or utilize subcontractors, provided that any assignee(s), delegee(s), or subcontractor(s) shall fully comply with the terms of this Contract. Notwithstanding the provisions of this paragraph, Company shall remain jointly and severally liable with its assignees(s), or transferee(s) to Agency for all of its obligations under this Contract.

Section 16.2 Assignment by Agency. Agency may transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Facilities or an interest therein subject to the prior written approval of Company. If Company rejects new assignee Agency will continue to make the payments associated with the facility or Agency can pay the remaining principal on the loan for the equipment installed in that facility. Notwithstanding the foregoing, Agency's rights and responsibilities may be transferred in the event that the agency/department that

originally executed this Contract is transferred, moved or absorbed by another State of Florida entity to such succeeding entity.

SECTION 17. ARBITRATION

Any dispute, controversy, or claim arising out of or in connection with, or relating to this Contract, or any breach or alleged breach hereof, may, upon the agreement of both Parties, be submitted to and settled by arbitration in the State of Florida, in conformance with the rules of the American Arbitration Association then in effect for commercial disputes (or at any other place or under any other form of arbitration mutually acceptable to the Parties).

The expenses of the arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence, and counsel.

SECTION 18. REPRESENTATIONS AND WARRANTIES

Section 18.1 Mutual Representations. Each Party warrants and represents to the other that:

(a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

(b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

(d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

Section 18.2 Agency Representations. Agency hereby warrants and represents that:

(a) it has provided or shall provide timely to Company, all records relating to energy and/or water usage and energy/water-related maintenance of Facilities requested by Company and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects; and

(b) it has not entered into any leases, contracts or agreements with other persons or entities regarding the leasing of efficiency equipment or the provision of energy/water management services for the Facilities or with regard to servicing any of the related equipment located in the Facilities

except as disclosed to Company.

Section 18.3 Company Representations. Company hereby warrants and represents that:

(a) before commencing performance of this Contract it shall have (i) become licensed or otherwise permitted to do business in the State of Florida, and (ii) provided proof and documentation of required insurance pursuant to Section 12, and (iii) made available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;

(b) it shall use qualified subcontractors and delegees, licensed and bonded in this state to perform the work so subcontracted or delegated pursuant to the terms hereof;

(c) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to perform its obligations under this Contract.

SECTION 19. MISCELLANEOUS

Section 19.1 Waiver of Liens. Company will obtain and furnish to Agency a Waiver of Liens from each vendor, material manufacturer and laborer in the supply, installation and servicing of each CM. Should liens or claims be filed against the Facilities by reason of Company's acts or omissions, Company shall cause same to be discharged by bond or otherwise within ten (10) days after filing.

Section 19.2 Compliance with Law and Standard Practices. Company shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of Agency relative to the Facilities.

Company shall not use, store, dispose of or otherwise handle any Hazardous Substance (as defined in 42 U.S.C. Sections 9601, 9603, 6921, 7412, 49 U.S.C. Sections 1802 and 33 U.S.C. Sections 1321 and 1317 as now or hereinafter amended) or Hazardous Material in or on the Facilities except in a lawful manner and so as not to cause Agency any cost, loss, obligation or liability or expose Agency to any claim or suit with respect to same. "Hazardous Materials" shall mean petroleum, or any fraction thereof, asbestos, polychlorinated biphenyls, or any other substance identified either as a "hazardous substance", "hazardous waste", "pollutant", "contaminant" or other similar term in any applicable federal, state or local law or regulation, as such law or regulations may be now or hereafter amended.

Section 19.3 Independent Capacity of Company. The Parties agree that Company, and any agents and employees of Company, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of Agency.

Section 19.4 No Waiver. The failure of Company or Agency to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or

relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of Company or Agency.

Section 19.5 Severability. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

Section 19.6 Complete Contract. This Contract, including all Schedules, Exhibits and Appendices attached hereto, when executed, shall constitute the entire Contract between both Parties and this Contract may not be amended, modified, or terminated except by a written Contract signed by the Parties.

Section 19.7 Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 19.8 Applicable Law. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.

Section 19.9 Notice. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or delivered to a nationally recognized express mail service, postage prepaid to the address shown below or to such other persons or addresses as are specified by similar notice. Agency's Contract Manager for this project will serve as liaison for the ongoing administration of this Contract and the resolution of any problems related thereto.

TO COMPANY: David Russell, Jr. P.E.
Development Manager
FPL Services
6001 Village Blvd
West Palm Beach, FL 33407
Telephone: 561-681-3079
Facsimile: 561-681-3057
David.Russell.Jr@fpl.com

TO AGENCY: Steve Grizzard, Chief
Bureau of Facility Services
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: 850-922-3945
Facsimile: 850-922-0027

Section 19.10 Statutory Notices and Requirements. Agency shall consider the employment by any Company of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Company, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287 Florida Statutes.

Wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which Agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of this Contract.

Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Company to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Company any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, Agency shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 19.11 Public Records. Agency shall have the right of unilateral cancellation for refusal by Company to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by Company in conjunction with this Contract.

Section 19.12 Force Majeure. Neither Party will be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in the United States; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party (“Force Majeure Events”); provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay, provided that in the event Company is delayed in its performance by reason of such cause, no such extension shall be made

unless notice thereof is presented by Company to Agency in writing within ten (10) business days after the start of the occurrence of such delay, no payment shall be made by Agency for any fees or expenses incurred by Company by reason of such delay, and Company shall use best efforts to perform its obligations during such period of delay, and notify Agency of its abatement or cessation.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date last executed below

COMPANY:

AGENCY:

By: _____
[Signature]

By: _____
[Signature]

Title: _____
(Corporate Seal)

Title: _____

Date: _____

Date: _____

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FINANCING AGREEMENT

SCHEDULE L

*By and between
State of Florida, Department of Correction
and
Capital One Public Funding, LLC*

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SCHEDULE L FINANCING AGREEMENT

This Financing Agreement (“Agreement”), which is made and entered into as of the date last executed, between Capital One Public Funding, LLC (“Lender”), a Limited Liability Company duly formed and existing under the laws of the State of New York, and State of Florida Department of Corrections (“Agency”), an Agency of the State of Florida.

WHEREAS, Agency owns and operates the Facilities, and is in need of energy saving equipment and service designed to save energy and associated energy costs at said Premises and has entered into a contract for the purchase, delivery and/or installation of the Equipment (“Energy Savings Contract”) by and between FPL Services, LLC, and State of Florida Department of Corrections dated effective _____, 2009, which contract is required to contain the following:

-A written energy guarantee by the qualified provider that the energy or operating cost savings will meet or exceed the cost of energy conservation measures.

-A statement that at least one twentieth of the price must be paid within two years from the date of complete installation and acceptance by the state, that the remaining costs are to be paid at least quarterly, not to exceed a 20 year term, based on life cycle cost calculations and that the savings are guaranteed to the extent necessary to make payments for the systems.

-Provide a bond in compliance with Section 255.05, Florida Statutes.

-A statement that the term of any contract expires at the end of each Fiscal Year, but may be automatically renewed, subject to the Agency making sufficient annual appropriations, and paid with realized savings.

-A statement that the contract does not constitute a debt, liability, or obligation of the state; and

WHEREAS, pursuant to The Guaranteed Energy Performance Savings Contracting Act, Section 489.145, Florida Statutes (the “Act”), this Agreement may not grant the lender rights or privileges that exceed the rights and privileges available to the Company; and

WHEREAS, Agency desires to obtain financing from Lender and to compensate Lender for its services; and Lender desires to provide financing to Agency; and

WHEREAS, Agency is authorized under the Constitution and the laws of the State of Florida to enter into this Contract for the purposes set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

1. Definitions and Exhibits

The following terms have the meanings specified below unless the context clearly requires otherwise. Terms with the initial letter capitalized will have the same meaning as defined in the Model Guaranteed Energy Performance Savings Contract, unless otherwise defined in this Agreement.

a) Agency: "Agency" means the Agency which is the State of Florida, a municipality, or political subdivision thereof, which has entered into this Agreement, or any governmental entity succeeding to the powers and duties of any of the foregoing pursuant to law or governmental reorganization.

b) Company: The guaranteed energy performance savings contractor from whom Agency has ordered or with whom Agency has contracted for the commodities and services regarding the Equipment pursuant to the Energy Savings Contract. Also known as the Guarantor, which is the guarantor under the Energy Savings Contract.

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c) Commencement Date: The date following receipt by Company of Agency's Certificate of Acceptance to Company on which the Agency's payments begin and the Lender makes payment to the Company(s) for the purchase price of the Equipment or deposits the purchase price of the Equipment into an escrow account pursuant to the alternative provided in Section 5(h) hereof.

d) Equipment: All items of property described in the Equipment Schedule (Exhibit B) as to each Equipment Group and any other items of property pursuant to Section 489.145, Florida Statutes.

e) Effective Date: the date last executed by the Lender and Agency

f) Fiscal Year: The 12-month fiscal period of Agency which commences in every year on July 1 and ends in every year on June 30 or, if different, the fiscal period used by Agency for its financial accounting and budgeting purposes.

g) Legally Available Funds: funds that the governing body of Agency obtains by Legislative appropriation or from energy guarantee payments made by the Guarantor or are otherwise legally available for the purpose of making Payments under this Agreement

h) Non-Appropriation: The failure of the governing body of Agency or Legislature to appropriate money for any Fiscal Year of Agency sufficient for the continued performance by Agency of all of Agency's obligations under this Agreement as evidenced by the passage of a final budget which does not include funding sufficient to pay all Payments due under this Agreement for a designated Fiscal Year.

i) Payment Date: The date upon which any Payment is due and payable as provided in Exhibit A.

j) Principal Balance: With respect to any Equipment Group as of the Payment Dates specified in the Exhibit A, plus any other amounts of principal and/or interest accrued and unpaid on the applicable Payment Date.

k) Payment: With respect to the Equipment Group, the payment due from Agency to Lender on each Payment Date during the Term as shown in the Exhibit A completed for such Equipment Group.

l) Specifications: The procurement specifications and/or purchase order pursuant to which Agency has ordered any Equipment from a Company.

m) State Agency: each state department, departmental unit described in Sec. 20.04, Florida Statutes, commission, regional planning agency, board, district, and authority.

n) Exhibit A: Form of the Payment Schedule as to each Equipment Group for which a Certificate of Acceptance, Exhibit II (ii) to the Energy Savings Contract, has been received.

o) Exhibit B: Form of the final Schedule of Equipment and Equipment List for each Equipment Group.

p) Exhibit C: Form of Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes.

q) Exhibit D: Form of Certificate of Acceptance.

r) Exhibit E: Form of Opinion of Agency Counsel.

s) Exhibit F: Form of Escrow Agreement

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2. Term.

a) The initial term of this Agreement ("Initial Term") shall commence as of the execution of this Agreement (as specified in the initial Exhibit A to this Agreement) and expire on the last day of the Fiscal Year. Beginning at the expiration of the Initial Term, the term of this Agreement shall automatically be extended upon the successive appropriation by Agency's governing body of amounts sufficient to pay Payments during the next succeeding Fiscal Year (hereinafter "Renewal Term") for the number of Renewal Terms, each coextensive with each successive Fiscal Year, as are necessary for all payments identified in Exhibit A to this Agreement to be paid in full, unless this Agreement is terminated as provided in Section 5 hereof or otherwise expressly provided in this Section 2.

b) The term of this Agreement will expire upon the first to occur of (a) the expiration of the Initial Term or any Renewal Term during which an Event of Non-Appropriation occurs, (b) the day after all Payments due under this Agreement have been paid in full, (c) the day after the prepayment is paid in full, except as otherwise provided in this Agreement, or (d) an Event of Default (as defined in Section 20 hereof) under this Agreement and Lender's termination of Agency's rights hereunder as provided in Section 21 hereof. Agency hereby agrees to pay Payments under this Agreement, but only from Legally Available Funds, in the amounts and on the dates specified in Exhibit A to this Agreement.

c) Extension of the term for any period beyond the initial period shall not operate to change in any manner the method by which interest rates are established for this Agreement.

3. Representations and Warranties

a) Each party warrants and represents to the other that:

i) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;

ii) its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, its organic instruments, and this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

iii) its execution, delivery, and performance of this Agreement will not breach or violate, or constitute a default under any Agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

b) Representations of Agency. Agency hereby represents and warrants that:

i) All financial statements and other information submitted to Lender by Agency were true, correct and complete in all material respects on the date submitted and, as of the date of this Agreement, there has been no material adverse change in any matter stated in such financial statements and other information.

ii) The execution, delivery and performance of this Agreement have been duly authorized by a duly adopted resolution of Agency's governing body, or by other appropriate official action, and such action is in compliance with all public bidding and other state and federal laws applicable to this agreement and the acquisition and financing of the Equipment by Agency.

iii) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.

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iv) Agency has made sufficient appropriations or has other Legally Available Funds to make all Payments due during the Initial Term.

v) Agency is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Agency from entering into this Agreement or performing any of its obligations under this Agreement, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

vi) Agency has entered into this Agreement for the purpose of purchasing, acquiring or leasing the Equipment identified in Exhibit B hereto and not for the purpose of refinancing any outstanding obligation of Agency more than 90 days in advance of its Payment or prepayment date. The Purchase Price for the Equipment will be paid directly by Lender (or its assigns), at the direction of Agency and upon presentation of proper documentation, to the Company, and no portion of the Purchase Price for the Equipment under this Agreement will be paid to Agency as reimbursement for any expenditure paid by Agency more than 60 days prior to the execution and delivery of this Agreement. If the alternative escrow procedure in Section 5(h) is utilized, the foregoing will be confirmed with respect to each Equipment Group being financed, provided, however, that if the alternative escrow procedure is utilized, the interest rate shall be determined as of date of this Agreement.

vii) Agency has entered into a legal, valid, binding and enforceable Energy Savings Contract with Company for the installation of the Equipment on terms and conditions acceptable to Agency.

4. Title.

During the Term, legal title to and ownership of all Equipment and any and all repairs, replacements, substitutions and modifications thereto shall be in Agency, and Agency shall take all actions necessary to vest such title and ownership in Agency. Agency, at its expense, will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Agency's creditors and other persons. In the event that the installation of any component of any item of Equipment could be deemed to require a performance and payment bond under Section 255.05, Florida Statutes, or be deemed subject to the mechanic's lien provisions of Chapter 713, Florida Statutes, or any successor statute to each, as same may be amended from time to time, Agency shall require such bonds, post such notices and do all other things provided for under such laws in order to keep the Equipment free of and exempt from all liens.

5. Payments

a) The Lender hereby finances the Equipment to the Agency, and the Agency hereby agrees to the financing of such Equipment from the Lender under the terms of this Agreement and as set forth herein. On Commencement Date Lender shall pay the Company and provide the Agency with the final form of Exhibit A for this Agreement, which shall include the Commencement Date and serve as the invoice for the periodic Payments due under this Agreement. A copy of the final payment schedule must be provided to all parties as indicated in Section 24 Notices.

b) As Payment for Lender's Equipment financing described herein, Agency agrees to pay lender or its assigns at the mailing address set forth in Section 24 (or at such other address as may be designated from time to time pursuant to Section 24 hereof) the Payments on the dates and in the amounts set forth in Exhibit A to this Agreement; provided, however, that Agency is required to make such Payment only from Legally Available Funds. Agency represents that it reasonably believes that funds can be obtained that are sufficient to make all Payments to become due during the term of this Agreement and agrees that it will do all things legally within its power to obtain and maintain funding from which such payments may be made, including making provisions for such Payments to the extent necessary in each biennial or annual budget submitted for the purpose of obtaining appropriations.

c) Agency's obligation to make Payments hereunder constitutes a current obligation payable exclusively from Legally Available Funds and shall not be construed to be an indebtedness within the meaning of any applicable

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constitutional or statutory limitation or requirement. Agency has not pledged its full faith and credit or its taxing power to make any Payments under this Agreement.

d) Interest shall accrue under this Agreement from and after the Commencement Date and Agency shall make Payments in accordance with this Section, all in consideration of Lender's entering into this Agreement, and agreeing to provide the financing contemplated hereby.

e) Late Charges. The Lender must pay the purchase price of each Equipment Group within ____ days after Lender has received the Certificate of Acceptance, Exhibit II (ii) to the Energy Savings Contract (Commencement Date). If the Lender does not make the Payment due the Company within the time limits established in Section 215.422, Florida Statutes, then the Lender shall pay from its own funds any interest assessed for untimely payment. If the Agency does not make the Payment due the Lender within the time limits established in Section 215.422, Florida Statutes, then the Agency shall pay any interest assessed for untimely payment. The interest rate will be the rate set pursuant to Section 55.03, Florida Statutes.

f) Prepayment Option.

(i) **On or after July __, 2019**, Agency shall have the option to prepay its obligations in whole or in part under this Agreement on any Payment Date, without penalty, for the then applicable Principal Balance set forth in Exhibit A relating thereto in the manner provided in this Section.

(ii) Agency shall give notice to Lender of its intention to exercise its prepayment option with respect to this Agreement not less than thirty (30) days prior to the date on which the option will be exercised and shall deposit with Lender on the date of exercise an amount equal to the applicable Principal Component balance set forth in the related Exhibit A. Lender shall furnish a statement of the prepayment amount annually, and upon prepayment, refund any unearned portion of the interest charged to Agency.

(iii) In the event of a partial prepayment, the Agency's notice to the Lender shall state the applicable partial prepayment amount. Upon payment of the applicable principal in respect thereof, Lender will then apply the principal component of such funds as a reduction in principal and revise the Schedule by reducing the amount of the final payment (or payments, in inverse order).

(iv) In the event of a full prepayment, the Agency's notice to the Lender shall state the prepayment will be in full and then on such date Agency shall pay the corresponding Principal Balance. Upon making such payment and any other previously outstanding amounts due, the obligation shall be considered paid in full.

g) Notwithstanding anything to the contrary in this Agreement, to the extent the Energy Cost Savings are less than the guaranteed level reflected in the Energy Savings Guarantee in the Energy Savings Contract, Agency is required to pay Lender only up to the actual level of Legally Available Funds.

h) Alternative Procedure; Escrow Agreement. Notwithstanding any other provisions herein, as to any one or more Equipment Groups, Lender and Agency may enter into an escrow agreement establishing an account from which the Equipment Group cost is to be paid in separate increments (the "Escrow Account"). In the event it is determined that an Escrow Account shall be established, (i) Lender and Agency shall complete and execute an Exhibit A relating to the entire Equipment Group; (ii) Agency shall, if Lender so requests, execute a tax certificate as may be required to assure compliance with federal income tax laws and regulations; (iii) the Lender shall deposit into such Escrow Account the amount of the cost of such Equipment Group; (iv) the amount deposited by Lender into the Escrow Account shall be repaid by the Payments due under the related Exhibit A; and (v) the Payments relating to the Equipment Group shall have an aggregate Principal Component equal to the amount of Lender's deposit into the Escrow Account and shall be due and payable as provided in the related Exhibit A, commencing upon the deposit of funds by Lender into the Escrow Account. Agency acknowledges and agrees that no disbursements shall be made from an Escrow Account except for Equipment Groups that are operationally complete and functionally independent and

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which may be utilized by Agency without regard to whether the balance of the Equipment Groups are delivered and accepted and in accordance with a written escrow agreement executed by each of Agency, Lender and an escrow agent, which may be Treasury, in substantially the form attached hereto as Exhibit F (or such other escrow agent as is acceptable to the Agency and CFO). Any balance remaining in the escrow account on the date of complete installation and acceptance shall be used to reduce the loan principal with recalculation of the loan payments for the same term. Lender shall provide the Agency with the final form of Exhibit A for this Agreement, which shall include the Commencement Date and the recalculated payments and shall serve as the invoice for the periodic Payments due under this Agreement. A copy of the final payment schedule must be provided to all parties as indicated in Section 24 Notices.

i) Payment Term Limitations. The payment term may not exceed the useful life of the equipment unless the contract provides for the replacement or extension of the useful life of the equipment during the term of the loan. Payments of not less than one-twentieth of the price to be paid must be made within two years from the date of the complete installation and acceptance by the agency using straight-line amortization for the term of the loan, and the remaining costs to be paid at least quarterly. Estimated escrow earnings shall not be included in determining the Exhibit A Proposed Payment Schedule.

6. Unconditional Obligation.

Except as provided in Section 8, the obligation of Agency to make Payments from appropriated Legally Available Funds required hereunder and under each Agency Loan shall be absolute and unconditional in all events. Notwithstanding any dispute between Agency and Lender, Agency and Company or any other person, and except as expressly provided by law, e.g., Section 213.67(9), Florida Statutes, Agency shall make all Payments required hereunder when due and shall not withhold any Payment pending final resolution of such dispute nor shall Agency assert any right of set-off or counterclaim against its obligation to make Payments required hereunder. Agency's obligation to make Payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform, as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment.

7. No Waiver of Sovereign Immunity.

Nothing herein shall be construed as waiving the sovereign immunity of the State of Florida or any agency or instrumentality thereof.

8. Termination.

a) Termination.

i) In the event of Non-Appropriation, this Agreement and each Equipment Schedule thereunder with respect to which such Non-Appropriation has occurred, shall terminate, and, at the option of Lender, provided in writing to Agency by Lender, may terminate, in whole, but not in part, as to all Equipment listed thereon, effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Section. Lender may effect such termination by giving the other party a written notice of termination at which time Agency shall pay to Lender any Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Agreement. Agency shall endeavor to give reasonable notice of such termination prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lender of any anticipated termination upon its determination thereof. In the event of termination of this Agreement as provided in this Section, Agency shall comply with Section 21.

ii) This Agreement is subject to termination upon the occurrence of an event of default, as provided in Section 21 hereof.

iii) No Equipment Schedule shall be executed after any Non-Appropriation or Event of Default with respect to a defaulting Agency or an Agency as to which a Non-Appropriation has occurred.

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b) Intent To Continue Term; Appropriations.

i) Agency intends to continue the Agreement hereunder for its entire Term and to pay all Payments relating thereto. The Agency agrees to direct the person within such Agency in charge of preparing the Agency's budget to include in the budget request for each Fiscal Year the Payments becoming due in such Fiscal Year. The parties acknowledge that appropriation for Payment is a governmental function that the Agency cannot contractually commit the governing body of Agency to perform and this Agreement does not constitute such a commitment. However, the Agency reasonably believes that money in an amount sufficient to make all Payments can and will lawfully be appropriated and made available to permit continued utilization of the Equipment in the performance of its essential functions during the applicable Terms.

ii) Agency is an agency of the State and Agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation. Agency, as an agency of the State, is subject to the appropriation of funds by the governing body of the Agency in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement for each and every Fiscal Year following the Fiscal Year in which the Agreement is in effect. Agency shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under this Agreement, provide prompt written notice to Lender of such event and upon the expiration of the period of time for which funds were appropriated be thereafter released of all further obligations in any way related to such Equipment except, as noted above, to comply with Section 21. Each Agency agrees to include in its appropriation request each year of the Agreement a request for an appropriation to fund the Agreement and any applicable Equipment Schedule.

iii) In the event that the appropriations has not been adopted by the governing body of the Agency prior to the expiration of a Fiscal Year, and no declaration of an intent not to appropriate has been made by the Agency, the Term of this Agreement will be deemed renewed pending the enactment of such appropriations act. If any Payments are due under this Agreement during such period, such Terms will be so extended only if: (a) an interim or emergency budget implemented by the governing body of the Agency pending enactment of a final budget makes available to the Agency money that may legally be used to make Payments during such period; or (b) sums are otherwise available to make such Payments.

c) Effect of Termination for Non-Appropriation. Upon termination of this Agreement for Non-Appropriation as provided in this Section, Agency shall not be responsible for the payment of any additional Payments coming due in succeeding Fiscal Years, but if Agency has not complied with the instructions received from Lender in accordance with Section 21(b), the termination shall nevertheless be effective, and Agency shall pay, on demand to Lender, from Legally Available Funds, the unpaid balance of the Agreement which is stipulated to be the principal balance as shown on Exhibit A as of the last day of the Fiscal Year for which funds were appropriated.

9. Tax Covenants.

a) Agency will take no action that would cause the Interest portion of the Payments to become includable in gross income of the recipient for federal income tax purposes under the Code and the Regulations, and Agency will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations; all as amended from time to time.

b) Agency is a state or a political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").

c) The payment of the Payments or any portion thereof under this Agreement is not (under the terms of this Agreement or any underlying arrangement) directly or indirectly:

i) secured by any interest in property, used or to be used in any activity carried on by any person other than a state or local governmental unit or payment in respect of such property; or

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ii) on a present value basis, derived from payments (whether or not to Agency) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. No Equipment under this Agreement will be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Purchase Price for the Equipment under this Agreement will be used, directly or indirectly, to make or finance loans to any person other than Agency. Agency has not entered into any management or other service contract with respect to the use and operation of the Equipment, except an Energy Savings Contract with Company to provide certain customary maintenance services for the Equipment.

10. Taxes.

a) The Agency shall pay any sales, property use, license or other taxes from which the Agency is not exempt, respecting the Equipment, imposed, assessed, levied or becoming due and payable on or after the Commencement Date, together with any penalties, fines or interest thereon. Any tax statement received by the Lender for taxes payable by the Agency shall be promptly forwarded by the Lender to the Agency for payment.

b) Agency shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lender, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Agency under this Section.

11. Insurance.

a) At its own expense, Agency will cause the Equipment to be enrolled in the State Risk Management Trust Fund pursuant to Chapter 284, Part I, Florida Statutes, which is the State self-insurance fund covering the contents of buildings owned, leased, or rented by the State from loss due to fire, lightning, sinkhole, and hazards customarily insured by extended coverage, as well as loss from the removal of personal property from such buildings when endangered by covered perils.

If Agency is self-insured with respect to equipment such as the Equipment, Agency shall maintain during the term of this Agreement an actuarially sound self insurance program.

b) If for any reason any of the Equipment is not eligible for enrollment in the State self-insurance fund, the Agency agrees to procure and maintain insurance coverage for the Equipment with a carrier authorized to do business in the State. Procurement of such insurance by the Agency shall be subject to the provisions of Chapter 287, Florida Statutes. Agency agrees to provide to Lender and its assigns certificates of insurance or copies of the policies and evidence of each renewal of each such policy.

12. Risk of Loss.

Damage to or Destruction of Equipment. Agency shall provide a complete written report to Lender immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair ("Damaged Equipment"), Agency shall as soon as practicable after such event either: (a) replace the same at Agency's sole cost and expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lender's approval, whereupon such replacement equipment shall be substituted in the this Agreement and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Principal Balance of the Damaged Equipment as set forth in the related Exhibit B. Agency shall notify Lender of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Agency fails to notify Lender; (b) Agency and Lender fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Agency has failed to pay the applicable Principal Balance, then Lender may, at its sole discretion, declare the applicable Principal Balance of the Damaged Equipment, to be immediately due and payable, and Agency is required to pay the same from Legally Available Funds.

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13. Installation of Equipment.

The Equipment shall be delivered and installed at the Equipment Location set forth in Exhibit B to this Agreement, pursuant to the Energy Savings Contract. Notwithstanding anything in this Agreement to the contrary, upon payment by Agency of all amounts due hereunder, Agency shall be entitled to all rights, title and interest in and to the Equipment, free and clear of any interest of Lender or its assigns.

14. Acceptance.

As soon as practicable after the receipt of Equipment, Agency shall furnish to Lender and its assigns an acceptance certificate with respect to such Equipment in the form attached as Exhibit II (i) and (ii) to the Energy Savings Contract. Execution of each such acceptance certificate by an employee, official or agent of Agency having authority in the premises or having managerial, supervisory or procurement duties with respect to equipment of the same general type as such Equipment shall constitute acceptance of such Equipment on behalf of Agency.

15. Disclaimer of Warranties.

NEITHER ANY ASSIGNEE OF THIS AGREEMENT NOR LENDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY AGENCY OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LENDER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT OR AGENCY'S USE OF THE EQUIPMENT.

16. Use and Maintenance.

During the Term, Agency shall peaceably and quietly have and hold and enjoy the Equipment, except as expressly set forth in this Agreement. Agency agrees that Lender and its agents shall have the right at all reasonable times to examine and inspect the Equipment, and Lender and its agents shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Agency to perform its obligations hereunder. Notwithstanding its designation as Lender, Lender does not own the Equipment and by this Agreement is merely financing the acquisition thereof for Agency. Lender has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over the Agency or Agency's operation, use, storage or maintenance of the Equipment. Agency agrees to either (1) enter into a maintenance agreement with Company, which will allow Company, at Agency's expense, to maintain, preserve and keep the Equipment in good repair, working order and condition; or (2) maintain the Equipment on its own behalf; or (3) enter into a maintenance agreement with a provider acceptable to Lender.

17. Alterations.

Agency shall not make any material alterations, modifications or additions to the Equipment unless they are approved by Lender, whereupon such altered, modified or additional equipment shall be substituted in this Agreement and the other related documents by appropriate endorsement or amendment. However, Agency shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Agency at its expense.

18. Assignment.

a) Assignment by Lender. Lender's right, title and/or interest in and to this Agreement or in one or more Equipment Schedules hereunder, including, but not limited to, the Payments and other amounts payable by Agency, Lender's interest in the Equipment, its rights upon Non-Appropriation and Events of Default and its other rights, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lender at any time, without the consent of Agency. Upon any such assignment by Lender, Lender's assignee shall have all rights of Lender in and to the assigned Agreement and/or Equipment Schedules. No such assignment (except an assignment to an affiliate of

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Lender if Lender continues to bill and collect Payments) shall be effective as against Agency unless and until written notice of the assignment is provided to Agency. If requested, Agency will acknowledge in writing receipt of such notice. Agency shall keep a record of all such assignments and make the same available upon any Lender's request. Notwithstanding the foregoing, no such assignment shall be permitted as to any Equipment Schedule or the rights relating thereto until after the date on which all amounts that will (or conditionally may) be advanced by Lender under any executed Exhibit A corresponding to such Equipment Schedule (including any escrow advances) have been funded by Lender and delivered to, or to the designee of, Agency. Further Lender must obtain the Chief Financial Officer's consent to the private placement of participation interests.

Notwithstanding the foregoing, in no event shall the Lender assign this Agreement, any Agency guaranteed energy performance savings contract or the Payments as part of a plan to publicly offer participation interests therein. When Lender requests the Chief Financial Officer's consent to the private placement of participation interests, such consent shall be subject to such conditions as the Chief Financial Officer reasonably determines including, but not limited to, (a) participation interests will be sold only to accredited investors as defined in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended the "1933 Act", and/or qualified institutional buyers as defined in Rule 144A under the 1933 Act, engaged in the business of investing in securities of the type being offered; (b) each investor including subsequent purchasers) will be required to execute a letter acceptable to the Chief Financial Officer certifying that it is an Accredited Investor or an Institutional Investor who has undertaken its own investigation and is not relying on any representations of the Chief Financial Officer, the State or any Agency; (c) any disclosure documents prepared in connection with such assignment must include a legend to the effect that neither the Chief Financial Officer, the State nor any Agency has participated in preparation of the disclosure materials; and (d) Lender must agree to indemnify the Chief Financial Officer, the State and the Agency against any third party claims arising as a result of such assignment.

b) Assignment and Subleasing by Agency. Agency may transfer or assign this Agreement and its rights and obligations herein to a successor agency or purchaser of the buildings or an interest therein that is an agency of the State of Florida provided that no assignment or sublease shall be made which would impair the exclusion from gross income of interest on the loan and provided further that no such assignment of this Agreement shall be permitted without the prior written consent of the Florida Chief Financial Officer (CFO), which consent shall not be unreasonably withheld or delayed. If the CFO agrees to such assignment in writing then the liability associated with the loan will transfer to the assignee agency. Otherwise, neither this Agreement nor any Equipment may be sold, assigned, subleased, transferred, pledged or mortgaged by Agency to any person without the prior written consent of each of the Lender and the CFO, which respective consents shall not be unreasonably withheld or delayed.

c) All terms and provisions of this Agreement shall be binding upon and inure for the benefit of the parties hereto, and their successors and assigns and legal representatives. Notwithstanding anything in paragraphs a) and b) of this Section 18, assignments in connection with a public offering of securities are prohibited.

d) The attached Exhibit C entitled "Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes" is hereby incorporated and made a part of this Agreement. Lender and any assignee of Lender must execute the attached Exhibit C.

19. Right of Inspection.

Subject to Agency's normal security provisions, Lender and its assigns shall have the right, upon reasonable prior notice to Agency and during Agency's regular business hours, to enter the premises where the Equipment is located to inspect the Equipment and to observe its use and operation. Neither Lender nor its assigns shall be required to sign a waiver of liability or to agree to other restrictions as a condition of exercising this right.

20. Events of Default.

The following are Events of Default under this Agreement:

a) Failure by Agency to pay any Payment or other payment required to be paid when due and the continuation

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of said failure for a period of ten (10) days after such due date (other than by reason of Non-Appropriation).

b) Failure by Agency to maintain insurance as required by Section 11 so as to include such Equipment; or failure by either party to comply with another covenant or agreement herein and the continuation of said failure for a period of thirty (30) days.

c) Either party initiates a proceeding in any court, seeking liquidation, reorganization, debt arrangement, dissolution, winding up, appointment of trustee, receiver, custodian, or the like for substantially all of its assets, and such case or proceeding shall continue undismissed, unstayed and in effect for a period of 60 consecutive days; or an order for relief shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

21. Remedies.

Whenever any Event of Default defined in Section 20 hereof shall have occurred, the party not in default shall have the right, at its option and without any further demand, to take one or any combination of the following remedial steps:

a) Lender, with or without terminating this Agreement, may declare all Payments due or to become due with respect to such defaulted Agreement during the Fiscal Year in effect when the default occurs to be immediately due and payable by Agency, whereupon such Payments shall be immediately due and payable. In the event Lender makes such declaration it shall be pursuant to a writing delivered to Agency and, if Agency is a State Agency, also to the Chief Financial Officer (CFO).

b) Lender, with or without terminating this Agreement, may by written notice to Agency, and, if Agency is a State Agency, also to the Chief Financial Officer (CFO), request that Agency, within thirty (30) days of such written notice, cause all Equipment subject to the defaulted Agreement the Equipment (together with all documents necessary to transfer legal and beneficial title thereto to Lender) to be delivered to Lender or Lender's designee at a place in the State designated by Lender in accordance with this Section 21(b). If Agency fails or refuses to voluntarily transfer such Equipment to Lender as herein provided, to the extent permitted by law, Lender shall have the right to obtain a judgment against Agency from Legally Available Funds for compensatory damages in the amount of the then applicable Prepayment Price as shown on the applicable Exhibit A. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Agency shall pay the applicable Prepayment Price of the damaged or destroyed Equipment as set forth in the Payment Schedule relating thereto to Lender only to the extent not paid to Lender by insurance obtained by Agency in accordance with Section 11 hereof.

c) If Lender terminates this Agreement and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lender shall apply the proceeds of any such disposition to pay the following items in the following order: (i) reasonable costs (including, but not limited to, reasonable and necessary attorneys' fees) incurred in securing possession of the Equipment; (ii) reasonable expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the balance of any Payments owed by Agency on such defaulted Agreement during the Fiscal Year then in effect and (v) the applicable Principal Balances of the Equipment. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv) and (v) have been met shall be paid into the Treasury of the governing body of the Agency.

d) Following an Event of Default hereunder and upon failure of Agency to voluntarily comply with Section 21 (b), Lender shall have whatever rights and remedies are available at law, if any, against Agency's Legally Available Funds. Lender and Agency agree that there is no intention to create under this Agreement a right in Lender to dispossess Agency involuntarily of the legal title to or the use of the Equipment. Lender hereby irrevocably waives any right to specific performance of Agency's covenant to transfer legal title to and return possession of the Equipment to Lender.

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e) If the proceeds of sale of the items of returned Equipment are not sufficient to pay the balance of any Payments owed by Agency on this Agreement which Lender has declared to be in default during the Fiscal Year then in effect, Lender may pursue such other remedies as are available at law or in equity to collect the balance of such Payments from Agency's Legally Available Funds.

f) Following an Event of Default of Lender, Agency shall have the right to exercise and any all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages;

22. Facility Closures.

The Agency shall use commercially reasonable efforts to give six months notice to Lender of Agency's closure or sale of an Agency-owned building that contains Equipment subject to the Agreement. This Financing Agreement shall terminate as to all Equipment Groups for Equipment in the Facility upon closure or sale. The Agency shall pay within 60 days thereafter, the remaining Principal and interest as to such Equipment Groups unless Lender agrees to an assignment of such Financing Agreement.

23. Public Record.

The Agency shall have the right to terminate this Agreement upon Lender's refusal to allow public access to all documents, papers, letters or other materials subject to the State Public Records Law, Chapter 119, Florida Statutes, and made or received by the Lender in conjunction herewith.

24. Notices.

All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by receipted courier, or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the execution page hereof; provided that Lender and Agency, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent. The Contract Manager for this project will serve as liaison for the ongoing administration of this Agreement and the resolution of any problems related thereto. Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and delivered or sent to the intended recipient at its address as follows:

If to Lender, to: Capital One Public Funding, LLC
Melville, NY 11747
Phone: 631-531-2824
Fax: 631-298-2332

If to Company, to: Jose Miranda
700 Universe Blvd
Juno Beach, FL, 33408
Phone: 561-681-7441
Fax: 561-681-7611

If to the Agency, to: Steve Grizzard, Chief
Bureau of Facility Services
Contract Manager
2601 Blair Stone Road
Tallahassee, FL, 32399
Phone: 850-922-3945
Fax: 850-922-0027

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If to the Chief Financial Officer (CFO) (where applicable ref State Agencies):

Attn.: Mike Rutherford, Financial Administrator

Division of Accounting and Auditing

Department of Financial Services

200 E. Gaines St.

Tallahassee, FL 32399-0353

25. Entire Agreement, Changes and Modifications.

This Agreement (including the attachments hereto) constitute the entire agreement between Lender and Agency with respect to the Equipment and the subject matter hereof. Additions, deletions and modifications to this Agreement may be made upon the mutual written agreement signed by both Lender and Agency, and, subject to the agreement of Agency, such additions may include proposals from Company for additional project development agreement schedules, equipment and services. In the event of conflict between the terms and conditions of the various documents, the terms and conditions of this Agreement shall prevail over the provisions of the attachments.

26. Additional Terms.

a) Agency's Performance. Any failure of Lender to require strict performance by Agency, or any waiver by Lender of any requirement under this Agreement, does not consent to or waive any subsequent failure or breach by Agency.

b) Severability. If any provision of this Agreement is or becomes invalid under any applicable law, that provision shall not apply, but the remaining provisions shall apply as written.

c) Captions. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

e) Survival. The party's obligations and liabilities provided for in under this Agreement, which by their nature would continue beyond the expiration or termination of this agreement shall continue in full force and effect notwithstanding the expiration or termination of this Agreement. Any provisions of this Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity, ownership, remedies, termination assistance, public records and confidentiality obligations, as well as any other Sections so noted, shall survive the expiration or termination of this Contract for any reason.

f) Further Assurances and Corrective Instruments. Lender and Agency agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment or for otherwise carrying out the expressed intention of this Agreement, including, without limitation, Agency certificates of acceptance and/or legal opinion substantially in the form of Exhibits D and E hereto.

g) Financial Information. Agency will provide Lender with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Agency to continue this Agreement as may be reasonably requested by Lender.

h) Interest; Usury. The Interest component of the Payments shall not, as of each respective Commencement Date, exceed the rate computed by adding 150 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Agreement is submitted to the Chief Financial Officer (CFO) for pre-audit review and approval, in accordance with the provisions of Sections 287.063 or 489.145, Florida Statutes, as applicable from time to time. It is the intention of the parties hereto to comply with any applicable usury laws;

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accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Exhibit A or B, in no event shall this Agreement hereunder require the payment or permit the collection of Interest or any amount in the nature of Interest or fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Agency.

i) Statutory Notices. The Agency shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 pursuant to limitations under Chapter 287, Florida Statutes.

The Lender warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Lender to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Lender any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Agency shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

j) Counterparts. This Agreement may be executed in several counterparts, each or which when executed shall be deemed to be an original, but all together shall constitute but one and the same instrument; provided, however, that only one counterpart shall constitute the original for purposes of the sale or transfer of this Agreement.

k) Statutory rights. Notwithstanding anything herein to the contrary, in accordance with the provisions of Section 489.145, Florida Statutes, Lender is not granted rights or privileges that exceed the rights and privileges available to the guaranteed energy performance savings contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date last executed.

Agency: State of Florida Department of Corrections Lender: Capital One Public Funding, LLC

By: _____
[Signature]

By: _____
[Signature]

Title: _____

Title: SVP, Manager

Date: _____

Date: _____

Address: 2601 Blair Stone Rd,
Tallahassee, FL, 32399
Telephone: 850-410-4223

Address: 265 Broadhollow Road, Melville, NY 11747
Telephone: 631-531-2824

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CHECKLIST

1. Equipment Description: The Equipment to be financed by Lender under this Agreement is described in Exhibit B.
2. Equipment Location: The location where the Equipment is to be located or installed is described in Exhibit B.
3. Commencement Date (from which interest begins to accrue): _____
4. Fiscal Year: Agency's current Fiscal Year extends from July 1, 2009 to June 30, 2010.
5. Essential Used Source of Funding: Agency's present intention is to make the Payments for the Initial Term and all Renewal Terms as long as it has Legally Available Funds. In that regard, Agency represents that (a) the use and operation of the Equipment is essential to its proper, efficient and economic governmental operation and the intended use of the Equipment is to maintain an acceptable building: See Appendix B_. Agency does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Payment (including Payments due during all Renewal Terms) scheduled to be paid under this Schedule. Agency's source of funds for the Payments hereunder is Department of Corrections Operating Fund _____
6. Effective Date: _____
7. Purchase Price: \$13,943,822
8. Payments: As payment for the Equipment described in the Schedule to which this Attachment is attached. Agency agrees to pay Lender or its assigns, beginning on _____ and on the same day of each period indicated below during the term, the Payments as set forth on Exhibit A.

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EXHIBIT A
PROPOSED PAYMENT SCHEDULE FOR EQUIPMENT GROUP NO. ____

Commencement Date: _____
Interest Rate: 5.25%

The Agency acknowledges that all documents required under the Agreement must be submitted by the final acceptance date, which is June 1, 2009, and if all documents are not submitted by such date, the interest rate shall be determined as of the date they are finally submitted.

State of Florida, Department of Corrections

Nominal Annual Rate: 5.250%

	Date	Payment	Interest	Principal	Balance	Purchase Price
Loan					13,943,822.00	
n	????/2009					
1	1/1/2011	121,254.51	1,205,870.51	1,084,616.00-	15,028,438.00	Noncallable
2	2/1/2011	121,254.51	65,749.42	55,505.09	14,972,932.91	Noncallable
3	3/1/2011	121,254.51	65,506.58	55,747.93	14,917,184.98	Noncallable
4	4/1/2011	121,254.51	65,262.68	55,991.83	14,861,193.15	Noncallable
5	5/1/2011	121,254.51	65,017.72	56,236.79	14,804,956.36	Noncallable
6	6/1/2011	121,254.51	64,771.68	56,482.83	14,748,473.53	Noncallable
7	7/1/2011	121,254.51	64,524.57	56,729.94	14,691,743.59	Noncallable
8	8/1/2011	121,254.51	64,276.38	56,978.13	14,634,765.46	Noncallable
9	9/1/2011	121,254.51	64,027.10	57,227.41	14,577,538.05	Noncallable
10	10/1/2011	121,254.51	63,776.73	57,477.78	14,520,060.27	Noncallable
11	11/1/2011	121,254.51	63,525.26	57,729.25	14,462,331.02	Noncallable
12	12/1/2011	121,254.51	63,272.70	57,981.81	14,404,349.21	Noncallable
13	1/1/2012	121,254.51	63,019.03	58,235.48	14,346,113.73	Noncallable
14	2/1/2012	121,254.51	62,764.25	58,490.26	14,287,623.47	Noncallable
15	3/1/2012	121,254.51	62,508.35	58,746.16	14,228,877.31	Noncallable
16	4/1/2012	121,254.51	62,251.34	59,003.17	14,169,874.14	Noncallable
17	5/1/2012	121,254.51	61,993.20	59,261.31	14,110,612.83	Noncallable
18	6/1/2012	121,254.51	61,733.93	59,520.58	14,051,092.25	Noncallable
19	7/1/2012	121,254.51	61,473.53	59,780.98	13,991,311.27	Noncallable
20	8/1/2012	121,254.51	61,211.99	60,042.52	13,931,268.75	Noncallable
21	9/1/2012	121,254.51	60,949.30	60,305.21	13,870,963.54	Noncallable
22	10/1/2012	121,254.51	60,685.47	60,569.04	13,810,394.50	Noncallable
23	11/1/2012	121,254.51	60,420.48	60,834.03	13,749,560.47	Noncallable
24	12/1/2012	121,254.51	60,154.33	61,100.18	13,688,460.29	Noncallable
25	1/1/2013	121,254.51	59,887.01	61,367.50	13,627,092.79	Noncallable
26	2/1/2013	121,254.51	59,618.53	61,635.98	13,565,456.81	Noncallable
27	3/1/2013	121,254.51	59,348.87	61,905.64	13,503,551.17	Noncallable
28	4/1/2013	121,254.51	59,078.04	62,176.47	13,441,374.70	Noncallable
29	5/1/2013	121,254.51	58,806.01	62,448.50	13,378,926.20	Noncallable
30	6/1/2013	121,254.51	58,532.80	62,721.71	13,316,204.49	Noncallable

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31	7/1/2013	121,254.51	58,258.39	62,996.12	13,253,208.37	Noncallable
32	8/1/2013	121,254.51	57,982.79	63,271.72	13,189,936.65	Noncallable
33	9/1/2013	121,254.51	57,705.97	63,548.54	13,126,388.11	Noncallable
34	10/1/2013	121,254.51	57,427.95	63,826.56	13,062,561.55	Noncallable
35	11/1/2013	121,254.51	57,148.71	64,105.80	12,998,455.75	Noncallable
36	12/1/2013	121,254.51	56,868.24	64,386.27	12,934,069.48	Noncallable
37	1/1/2014	121,254.51	56,586.55	64,667.96	12,869,401.52	Noncallable
38	2/1/2014	121,254.51	56,303.63	64,950.88	12,804,450.64	Noncallable
39	3/1/2014	121,254.51	56,019.47	65,235.04	12,739,215.60	Noncallable
40	4/1/2014	121,254.51	55,734.07	65,520.44	12,673,695.16	Noncallable
41	5/1/2014	121,254.51	55,447.42	65,807.09	12,607,888.07	Noncallable
42	6/1/2014	121,254.51	55,159.51	66,095.00	12,541,793.07	Noncallable
43	7/1/2014	121,254.51	54,870.34	66,384.17	12,475,408.90	Noncallable
44	8/1/2014	121,254.51	54,579.91	66,674.60	12,408,734.30	Noncallable
45	9/1/2014	121,254.51	54,288.21	66,966.30	12,341,768.00	Noncallable
46	10/1/2014	121,254.51	53,995.24	67,259.27	12,274,508.73	Noncallable
47	11/1/2014	121,254.51	53,700.98	67,553.53	12,206,955.20	Noncallable
48	12/1/2014	121,254.51	53,405.43	67,849.08	12,139,106.12	Noncallable
49	1/1/2015	121,254.51	53,108.59	68,145.92	12,070,960.20	Noncallable
50	2/1/2015	121,254.51	52,810.45	68,444.06	12,002,516.14	Noncallable
51	3/1/2015	121,254.51	52,511.01	68,743.50	11,933,772.64	Noncallable
52	4/1/2015	121,254.51	52,210.26	69,044.25	11,864,728.39	Noncallable
53	5/1/2015	121,254.51	51,908.19	69,346.32	11,795,382.07	Noncallable
54	6/1/2015	121,254.51	51,604.80	69,649.71	11,725,732.36	Noncallable
55	7/1/2015	121,254.51	51,300.08	69,954.43	11,655,777.93	Noncallable
56	8/1/2015	121,254.51	50,994.03	70,260.48	11,585,517.45	Noncallable
57	9/1/2015	121,254.51	50,686.64	70,567.87	11,514,949.58	Noncallable
58	10/1/2015	121,254.51	50,377.90	70,876.61	11,444,072.97	Noncallable
59	11/1/2015	121,254.51	50,067.82	71,186.69	11,372,886.28	Noncallable
60	12/1/2015	121,254.51	49,756.38	71,498.13	11,301,388.15	Noncallable
61	1/1/2016	121,254.51	49,443.57	71,810.94	11,229,577.21	Noncallable
62	2/1/2016	121,254.51	49,129.40	72,125.11	11,157,452.10	Noncallable
63	3/1/2016	121,254.51	48,813.85	72,440.66	11,085,011.44	Noncallable
64	4/1/2016	121,254.51	48,496.93	72,757.58	11,012,253.86	Noncallable
65	5/1/2016	121,254.51	48,178.61	73,075.90	10,939,177.96	Noncallable
66	6/1/2016	121,254.51	47,858.90	73,395.61	10,865,782.35	Noncallable
67	7/1/2016	121,254.51	47,537.80	73,716.71	10,792,065.64	Noncallable
68	8/1/2016	121,254.51	47,215.29	74,039.22	10,718,026.42	Noncallable
69	9/1/2016	121,254.51	46,891.37	74,363.14	10,643,663.28	Noncallable
70	10/1/2016	121,254.51	46,566.03	74,688.48	10,568,974.80	Noncallable
71	11/1/2016	121,254.51	46,239.26	75,015.25	10,493,959.55	Noncallable
72	12/1/2016	121,254.51	45,911.07	75,343.44	10,418,616.11	Noncallable
73	1/1/2017	121,254.51	45,581.45	75,673.06	10,342,943.05	Noncallable
74	2/1/2017	121,254.51	45,250.38	76,004.13	10,266,938.92	Noncallable
75	3/1/2017	121,254.51	44,917.86	76,336.65	10,190,602.27	Noncallable
76	4/1/2017	121,254.51	44,583.88	76,670.63	10,113,931.64	Noncallable
77	5/1/2017	121,254.51	44,248.45	77,006.06	10,036,925.58	Noncallable
78	6/1/2017	121,254.51	43,911.55	77,342.96	9,959,582.62	Noncallable

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79	7/1/2017	121,254.51	43,573.17	77,681.34	9,881,901.28	Noncallable
80	8/1/2017	121,254.51	43,233.32	78,021.19	9,803,880.09	Noncallable
81	9/1/2017	121,254.51	42,891.98	78,362.53	9,725,517.56	Noncallable
82	10/1/2017	121,254.51	42,549.14	78,705.37	9,646,812.19	Noncallable
83	11/1/2017	121,254.51	42,204.80	79,049.71	9,567,762.48	Noncallable
84	12/1/2017	121,254.51	41,858.96	79,395.55	9,488,366.93	Noncallable
85	1/1/2018	121,254.51	41,511.61	79,742.90	9,408,624.03	Noncallable
86	2/1/2018	121,254.51	41,162.73	80,091.78	9,328,532.25	Noncallable
87	3/1/2018	121,254.51	40,812.33	80,442.18	9,248,090.07	Noncallable
88	4/1/2018	121,254.51	40,460.39	80,794.12	9,167,295.95	Noncallable
89	5/1/2018	121,254.51	40,106.92	81,147.59	9,086,148.36	Noncallable
90	6/1/2018	121,254.51	39,751.90	81,502.61	9,004,645.75	Noncallable
91	7/1/2018	121,254.51	39,395.33	81,859.18	8,922,786.57	Noncallable
92	8/1/2018	121,254.51	39,037.19	82,217.32	8,840,569.25	Noncallable
93	9/1/2018	121,254.51	38,677.49	82,577.02	8,757,992.23	Noncallable
94	10/1/2018	121,254.51	38,316.22	82,938.29	8,675,053.94	Noncallable
95	11/1/2018	121,254.51	37,953.36	83,301.15	8,591,752.79	Noncallable
96	12/1/2018	121,254.51	37,588.92	83,665.59	8,508,087.20	Noncallable
97	1/1/2019	121,254.51	37,222.88	84,031.63	8,424,055.57	Noncallable
98	2/1/2019	121,254.51	36,855.24	84,399.27	8,339,656.30	Noncallable
99	3/1/2019	121,254.51	36,486.00	84,768.51	8,254,887.79	Noncallable
100	4/1/2019	121,254.51	36,115.13	85,139.38	8,169,748.41	Noncallable
101	5/1/2019	121,254.51	35,742.65	85,511.86	8,084,236.55	Noncallable
102	6/1/2019	121,254.51	35,368.53	85,885.98	7,998,350.57	Noncallable
103	7/1/2019	121,254.51	34,992.78	86,261.73	7,912,088.84	Noncallable
104	8/1/2019	121,254.51	34,615.39	86,639.12	7,825,449.72	Noncallable
105	9/1/2019	121,254.51	34,236.34	87,018.17	7,738,431.55	Noncallable
106	10/1/2019	121,254.51	33,855.64	87,398.87	7,651,032.68	Noncallable
107	11/1/2019	121,254.51	33,473.27	87,781.24	7,563,251.44	Noncallable
108	12/1/2019	121,254.51	33,089.23	88,165.28	7,475,086.16	Noncallable
109	1/1/2020	121,254.51	32,703.50	88,551.01	7,386,535.15	Noncallable
110	2/1/2020	121,254.51	32,316.09	88,938.42	7,297,596.73	Noncallable
111	3/1/2020	121,254.51	31,926.99	89,327.52	7,208,269.21	Noncallable
112	4/1/2020	121,254.51	31,536.18	89,718.33	7,118,550.88	Noncallable
113	5/1/2020	121,254.51	31,143.66	90,110.85	7,028,440.03	Noncallable
114	6/1/2020	121,254.51	30,749.43	90,505.08	6,937,934.95	Noncallable
115	7/1/2020	121,254.51	30,353.47	90,901.04	6,847,033.91	Noncallable
116	8/1/2020	121,254.51	29,955.77	91,298.74	6,755,735.17	Noncallable
117	9/1/2020	121,254.51	29,556.34	91,698.17	6,664,037.00	Noncallable
118	10/1/2020	121,254.51	29,155.16	92,099.35	6,571,937.65	Noncallable
119	11/1/2020	121,254.51	28,752.23	92,502.28	6,479,435.37	Noncallable
120	12/1/2020	121,254.51	28,347.53	92,906.98	6,386,528.39	Noncallable
121	1/1/2021	121,254.51	27,941.06	93,313.45	6,293,214.94	6,293,214.94
122	2/1/2021	121,254.51	27,532.82	93,721.69	6,199,493.25	6,199,493.25
123	3/1/2021	121,254.51	27,122.78	94,131.73	6,105,361.52	6,105,361.52
124	4/1/2021	121,254.51	26,710.96	94,543.55	6,010,817.97	6,010,817.97
125	5/1/2021	121,254.51	26,297.33	94,957.18	5,915,860.79	5,915,860.79
126	6/1/2021	121,254.51	25,881.89	95,372.62	5,820,488.17	5,820,488.17

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127	7/1/2021	121,254.51	25,464.64	95,789.87	5,724,698.30	5,724,698.30
128	8/1/2021	121,254.51	25,045.56	96,208.95	5,628,489.35	5,628,489.35
129	9/1/2021	121,254.51	24,624.64	96,629.87	5,531,859.48	5,531,859.48
130	10/1/2021	121,254.51	24,201.89	97,052.62	5,434,806.86	5,434,806.86
131	11/1/2021	121,254.51	23,777.28	97,477.23	5,337,329.63	5,337,329.63
132	12/1/2021	121,254.51	23,350.82	97,903.69	5,239,425.94	5,239,425.94
133	1/1/2022	121,254.51	22,922.49	98,332.02	5,141,093.92	5,141,093.92
134	2/1/2022	121,254.51	22,492.29	98,762.22	5,042,331.70	5,042,331.70
135	3/1/2022	121,254.51	22,060.20	99,194.31	4,943,137.39	4,943,137.39
136	4/1/2022	121,254.51	21,626.23	99,628.28	4,843,509.11	4,843,509.11
137	5/1/2022	121,254.51	21,190.35	100,064.16	4,743,444.95	4,743,444.95
138	6/1/2022	121,254.51	20,752.57	100,501.94	4,642,943.01	4,642,943.01
139	7/1/2022	121,254.51	20,312.88	100,941.63	4,542,001.38	4,542,001.38
140	8/1/2022	121,254.51	19,871.26	101,383.25	4,440,618.13	4,440,618.13
141	9/1/2022	121,254.51	19,427.70	101,826.81	4,338,791.32	4,338,791.32
142	10/1/2022	121,254.51	18,982.21	102,272.30	4,236,519.02	4,236,519.02
143	11/1/2022	121,254.51	18,534.77	102,719.74	4,133,799.28	4,133,799.28
144	12/1/2022	121,254.51	18,085.37	103,169.14	4,030,630.14	4,030,630.14
145	1/1/2023	121,254.51	17,634.01	103,620.50	3,927,009.64	3,927,009.64
146	2/1/2023	121,254.51	17,180.67	104,073.84	3,822,935.80	3,822,935.80
147	3/1/2023	121,254.51	16,725.34	104,529.17	3,718,406.63	3,718,406.63
148	4/1/2023	121,254.51	16,268.03	104,986.48	3,613,420.15	3,613,420.15
149	5/1/2023	121,254.51	15,808.71	105,445.80	3,507,974.35	3,507,974.35
150	6/1/2023	121,254.51	15,347.39	105,907.12	3,402,067.23	3,402,067.23
151	7/1/2023	121,254.51	14,884.04	106,370.47	3,295,696.76	3,295,696.76
152	8/1/2023	121,254.51	14,418.67	106,835.84	3,188,860.92	3,188,860.92
153	9/1/2023	121,254.51	13,951.27	107,303.24	3,081,557.68	3,081,557.68
154	10/1/2023	121,254.51	13,481.81	107,772.70	2,973,784.98	2,973,784.98
155	11/1/2023	121,254.51	13,010.31	108,244.20	2,865,540.78	2,865,540.78
156	12/1/2023	121,254.51	12,536.74	108,717.77	2,756,823.01	2,756,823.01
157	1/1/2024	121,254.51	12,061.10	109,193.41	2,647,629.60	2,647,629.60
158	2/1/2024	121,254.51	11,583.38	109,671.13	2,537,958.47	2,537,958.47
159	3/1/2024	121,254.51	11,103.57	110,150.94	2,427,807.53	2,427,807.53
160	4/1/2024	121,254.51	10,621.66	110,632.85	2,317,174.68	2,317,174.68
161	5/1/2024	121,254.51	10,137.64	111,116.87	2,206,057.81	2,206,057.81
162	6/1/2024	121,254.51	9,651.50	111,603.01	2,094,454.80	2,094,454.80
163	7/1/2024	121,254.51	9,163.24	112,091.27	1,982,363.53	1,982,363.53
164	8/1/2024	121,254.51	8,672.84	112,581.67	1,869,781.86	1,869,781.86
165	9/1/2024	121,254.51	8,180.30	113,074.21	1,756,707.65	1,756,707.65
166	10/1/2024	121,254.51	7,685.60	113,568.91	1,643,138.74	1,643,138.74
167	11/1/2024	121,254.51	7,188.73	114,065.78	1,529,072.96	1,529,072.96
168	12/1/2024	121,254.51	6,689.69	114,564.82	1,414,508.14	1,414,508.14
169	1/1/2025	121,254.51	6,188.47	115,066.04	1,299,442.10	1,299,442.10
170	2/1/2025	121,254.51	5,685.06	115,569.45	1,183,872.65	1,183,872.65
171	3/1/2025	121,254.51	5,179.44	116,075.07	1,067,797.58	1,067,797.58
172	4/1/2025	121,254.51	4,671.61	116,582.90	951,214.68	951,214.68
173	5/1/2025	121,254.51	4,161.56	117,092.95	834,121.73	834,121.73
174	6/1/2025	121,254.51	3,649.28	117,605.23	716,516.50	716,516.50

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175	7/1/2025	121,254.51	3,134.76	118,119.75	598,396.75	598,396.75
176	8/1/2025	121,254.51	2,617.99	118,636.52	479,760.23	479,760.23
177	9/1/2025	121,254.51	2,098.95	119,155.56	360,604.67	360,604.67
178	10/1/2025	121,254.51	1,577.65	119,676.86	240,927.81	240,927.81
179	11/1/2025	121,254.51	1,054.06	120,200.45	120,727.36	120,727.36
180	12/1/2025	121,254.51	527.15	120,727.36	0.00	0.00
Grand Totals		21,825,811.80	7,881,989.80	13,943,822.00		

* Including Payment due on such date, plus any other amounts accrued and unpaid on such date. This amount does not reflect any penalty or premium, which are prohibited.

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EXHIBIT B

Schedule of Equipment

EQUIPMENT LOCATION

The Equipment will be located at one or more of the following addresses:

Central Florida Reception Center – Main Unit

7000 H C Kelley Rd.
Orlando, FL 32831
Contact: Hansell Bruce
Telephone: (407) 207-7400

ECM's on Water, Gas & Electric Only

Avon Park – Main Unit

County Road 64 East
Avon Park, FL 33826
Contact: Kenneth Collinsworth
Telephone: (863) 453-3174

ECM's on Water & Electric Only

Marion – Main Unit

3269 NW 105th Street
Lowell, FL 32663
Contact: Micheal Hensley
Telephone: (352) 401-6459

ECM's on Water, Gas & Electric Only

Marion – Work Camp

3269 NW 105th Street
Lowell, FL 32663
Contact: Micheal Hensley
Telephone: (352) 401-6459

ECM's on Water & Electric Only

Taylor – Main Unit

8501 Hampton Springs Road
Perry, FL 32348
Contact: William Lamb
Telephone: (850) 838-4060

ECM's on Water & Gas Only

Columbia – Main Unit

216 S.E. Corrections Way
Lake City, FL 32025
Contact: Dennis McQuay
Telephone: (386) 754-7537

ECM's on Water & Gas Only

Cross City – Main Unit

568 N.E. 255th Street
Cross City, Florida 32628
Contact: Jackie Valentine
Telephone: (352) 498-4488

ECM's on Water & Gas Only

Sumter – Main Unit

9544 County Road 476B
Bushnell, Florida 33513
Contact: Gary Woodard
Telephone: (352) 793-2525

ECM's on Water & Electric Only

Taylor CI, Annex

8501 Hampton Springs Rd
Perry, FL 32348
Contact: William Lamb
Telephone: (850) 838-4060

ECMs on Water & Gas Only

Central Florida Reception Ctr, East Unit

7000 HC Kelley Rd.
Orlando, FL 32831-2518
Contact: Hansell, Bruce
Telephone: (407) 207-7400

ECMs on Water, Gas & Electric Only

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Exhibit B

EQUIPMENT LIST

A complete equipment list is found within the appendices of the Department of Corrections Audit Report, Phase 3, _____ 2009, by FPL Services, LLC as accepted by the Department of Corrections on _____ 2009, which is incorporated as part of this contract as Appendix C. Specific Energy Conservation Measure equipment lists can be found therein as follows:

- Lighting Systems: Appendix C of the Audit Report
- Water Conservation and Control Systems: Appendix D of the Audit Report
- Mechanical Systems: Appendix E of the Audit Report
- Load Control and Rate Change Systems: Appendix F of the Audit Report

		TOTAL <u>Principal Balance</u>
		\$ 13,942,433.00 _____
Less Reductions:		
Discounts	\$ _____	
Trade In	\$ _____	
Initial Pmt.	\$ _____	
Total Reductions		\$ _____
AMOUNT FINANCED		\$ 13,942,433.00 _____

Part 2

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EXHIBIT C
"Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes"
[see Sec. 18]

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to State of Florida, Department of Corrections
[print name of the public entity]
by _____
[print individual's name and title]
for Capital One Public Funding, LLC
[print name or entity submitting sworn statement]

whose business address is
265 Broadhollow Road
Melville, NY 11747

and (if applicable) its Federal Employer Identification Number (FEIN) is 11-2209667

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury Verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

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contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced identification _____

Notary Public - State of _____

(type of identification)

My Commission Expires: _____

(Printed, typed or stamped
commissioned name of notary
public)

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EXHIBIT D
Certificate Of Acceptance

I, the undersigned, hereby certify that I am the duly qualified and acting official of the Agency identified below and, with respect to the Schedule of Equipment for Equipment Group No. ___ dated _____ to the Third Party Financing Agreement (together with such Equipment Schedule, the "Agreement"), dated _____, between Capital One Public Funding, LLC ("Lender"), and State of Florida, Department of Corrections ("Agency") that:

1. The energy conservation equipment described in the above-referenced Schedule of Equipment has been delivered and installed in accordance with the Specifications, is in good working order and fully operational and has been fully and finally accepted by the Agency on or before the date indicated below.
2. Payments are due and payable by Agency to Lender in accordance with the Exhibit A (Payment Schedule) completed for the Equipment listed on the above-referenced Schedule of Equipment.

Agency: _State of Florida, Department of Corrections

By: _____ [Signature]

Title: _____

Date: _____, 20__

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EXHIBIT E
Form of Opinion of Agency Counsel

_____, 20___, [date on or after Agency's execution of all documents]

[Lender's name and address]

Re: Third Party Financing Agreement, dated _____, between Capital One Public Funding ("Lender") and State of Florida, Department of Corrections ("Agency") and Schedule of Equipment thereto dated _____.

Ladies and Gentlemen:

I have acted as counsel to the Agency with respect to the above-referenced Third Party Financing Agreement and Schedule of Equipment (together, the "Agreement") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement. Terms capitalized herein but not defined herein have the meaning ascribed to them in the Agreement. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Agency is an agency of the State of Florida (the "State"), duly organized, existing and operating under the Constitution and laws of the State.
2. Agency is authorized and has power under applicable law to enter into the Agreement, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreement have been duly authorized, approved, executed and delivered by and on behalf of Agency, and are legal, valid and binding contracts of Agency enforceable in accordance with their terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. The Agreement is third party financing of the Energy Savings Contract and both are in compliance with the requirements of the Act.
4. The authorization, approval and execution of the Agreement and all other proceedings of Agency relating to the transactions contemplated thereby have been performed in accordance with the Act and all open meeting, public records, public bidding and other applicable laws, rules and regulations.
5. The execution of the Agreement and the appropriation of moneys to pay the Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Agency.
6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Agency; the authority of Agency or its officers or its employees to enter into the Agreement; the proper authorization, approval and/or execution of the Agreement and other documents contemplated thereby; the appropriation of moneys to make Payments under the Agreement for the current fiscal year of Agency; or the ability of Agency otherwise to perform its obligations under the Agreement and the transactions contemplated thereby and, to the best of my knowledge, no such litigation or actions are threatened.
7. The equipment financed by the Agreement is personal property, and when used by the Agency will not be or become fixtures under the laws of the State of Florida.
8. Resolution No. _____ [authorization for this agreement] of the governing body of Agency was duly and validly adopted by such governing body [or other appropriate official action] on _____, 20___, has not been amended, supplemented or repealed and remains in full force and effect.
9. This opinion may be relied upon by assignees of Lender.

Very truly yours,

[signature, name and title]

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Form PUR 7068 (Rev. 06/11/92)

Schedule XIV
Variance from Long Range Financial Outlook

Agency: Department of Corrections

Contact: Mark Tallent

Article III, Section 19(a)3, Florida Constitution, requires each agency Legislative Budget Request to be based upon and reflect the long range financial outlook adopted by the Joint Legislative Budget Commission or to explain any variance from the outlook.

- 1) Does the long range financial outlook adopted by the Joint Legislative Budget Commission in September 2009 contain revenue or expenditure estimates related to your agency?

Yes No

- 2) If yes, please list the estimates for revenues and budget drivers that reflect an estimate for your agency for Fiscal Year 2010-2011 and list the amount projected in the long range financial outlook and the amounts projected in your Schedule I or budget request.

	Issue (Revenue or Budget Driver)	R/B*	FY 2010-2011 Estimate/Request Amount	
			Long Range Financial Outlook	Legislative Budget Request
a	Annualization of Criminal Justice Estimating Conference (CJEC) Issues	B	\$ 48.4	\$ 48.4
b	Increase in CJEC Prison System Population	B	84.3	(6.7)
c	Criminal Justice - Increased Capacity/Planning and Site Acquisition	B	10.0	30.0
d				
e				
f				

- 3) If your agency's Legislative Budget Request does not conform to the long range financial outlook with respect to the revenue estimates (from your Schedule I) or budget drivers, please explain the variance(s) below.

The department's Legislative Budget Request is based on the latest Criminal Justice Estimating Conference held on September 29, 2009 conference which reduced the projected population. The department's additional capacity request includes funding for construction of a mental health unit at Lowell Correctional Institution to house female inmates with mental health treatment needs.

* R/B = Revenue or Budget Driver

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: Corrections **Budget Period 2010 -2011**
Budget Entity: Adult Male Custody Operations 70031100

(1)	(2)	(3)	(4)
ACTUAL	ESTIMATED	REQUEST	
FY 2008-2009	FY 2009-2010	FY 2010-2011	
SECTION I			
Interest on Debt	9,742,734	15,669,566	15,125,951
Principal	12,244,021	17,051,040	17,598,716
Repayment of Loans			
Fiscal Agent or Other Fees	37,345	19,531	19,531
Other Debt Service			
Total Debt Service	22,024,100	32,740,137	32,744,198

Explanation: Certificates of participation (COP) were issued to fund the construction of both publicly and privately operated correctional facilities for the State of Florida

SECTION II

ISSUE: Glades County/Moorehaven Correctional Facility - Series 2001 and 2006A

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
4.02%	8/1/2025	33,082,300	20,445,000	18,305,000
(6)	(7)	(8)	(9)	
	ACTUAL	ESTIMATED	REQUEST	
	FY 2008-2009	FY 2009-2010	FY 2010-2011	
Interest on Debt	1,103,397	1,015,950	933,463	
Principal	1,965,000	2,050,000	2,140,000	
Fiscal Agent or Other Fees	2,761	2,761	2,761	
Other				
Total Debt Service	3,071,158	3,068,711	3,076,224	

ISSUE: South Bay Correctional Facility - Series 2004

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
2.0% to 5.0%	6/30/2026	56,148,359	40,915,840	37,792,124
(6)	(7)	(8)	(9)	
	ACTUAL	ESTIMATED	REQUEST	
	FY 2008-2009	FY 2009-2010	FY 2010-2011	
Interest on Debt	2,173,911	2,067,674	1,931,396	
Principal	2,879,021	2,991,040	3,123,716	
Fiscal Agent or Other Fees	1,108	1,108	1,108	
Other				
Total Debt Service	5,054,040	5,059,822	5,056,220	

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: Corrections **Budget Period 2010 -2011**
Budget Entity: Adult Male Custody Operations 70031100

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2008-2009	ESTIMATED FY 2009-2010	REQUEST FY 2010-2011
Interest on Debt	<input type="text"/>	<input type="text"/>	<input type="text"/>
Principal	<input type="text"/>	<input type="text"/>	<input type="text"/>
Repayment of Loans	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>

Explanation: _____

SECTION II

ISSUE: Bay Correctional Facility - Series 2001 and Series 2006A

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
4.02%	8/1/2025	37,519,000	23,020,000	20,670,000

	ACTUAL FY 2008-2009	ESTIMATED FY 2009-2010	REQUEST FY 2010-2011
Interest on Debt	<input type="text" value="1,268,837"/>	<input type="text" value="1,175,913"/>	<input type="text" value="1,079,975"/>
Principal	<input type="text" value="2,145,000"/>	<input type="text" value="2,250,000"/>	<input type="text" value="2,350,000"/>
Fiscal Agent or Other Fees	<input type="text" value="2,761"/>	<input type="text" value="2,761"/>	<input type="text" value="2,761"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	<input type="text" value="3,416,598"/>	<input type="text" value="3,428,674"/>	<input type="text" value="3,432,736"/>

ISSUE: Graceville Correctional Facility - Series 2006A and Series 2008A

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
4.30%	8/1/2025	100,335,000	87,890,000	84,160,000

	ACTUAL FY 2008-2009	ESTIMATED FY 2009-2010	REQUEST FY 2010-2011
Interest on Debt	<input type="text" value="4,116,348"/>	<input type="text" value="3,908,716"/>	<input type="text" value="3,775,929"/>
Principal	<input type="text" value="3,470,000"/>	<input type="text" value="3,600,000"/>	<input type="text" value="3,730,000"/>
Fiscal Agent or Other Fees	<input type="text" value="5,359"/>	<input type="text" value="5,359"/>	<input type="text" value="5,359"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	<input type="text" value="7,591,707"/>	<input type="text" value="7,514,075"/>	<input type="text" value="7,511,288"/>

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: Corrections **Budget Period 2010 -2011**
Budget Entity: Adult Male Custody Operations 70031100

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2008-2009	ESTIMATED FY 2009-2010	REQUEST FY 2010-2011
Interest on Debt	<input type="text"/>	<input type="text"/>	<input type="text"/>
Principal	<input type="text"/>	<input type="text"/>	<input type="text"/>
Repayment of Loans	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>

Explanation: _____

SECTION II

ISSUE: Palm Beach (Sago Palm)

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
5.125%	8/1/2017	11,575,000	9,690,000	8,675,000

	ACTUAL FY 2008-2009	ESTIMATED FY 2009-2010	REQUEST FY 2010-2011
Interest on Debt	556,325	508,625	459,125
Principal	920,000	965,000	1,015,000
Fiscal Agent or Other Fees	21,585	3,771	3,771
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	1,497,910	1,477,396	1,477,896

ISSUE: Polk (Demilly Work Camp)

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
5.125%	8/1/2017	10,900,000	9,125,000	8,170,000

	ACTUAL FY 2008-2009	ESTIMATED FY 2009-2010	REQUEST FY 2010-2011
Interest on Debt	523,916	479,000	432,375
Principal	865,000	910,000	955,000
Fiscal Agent or Other Fees	3,771	3,771	3,771
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	1,392,687	1,392,771	1,391,146

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: Corrections **Budget Period 2010 -2011**
Budget Entity: Adult Male Custody Operations 70031100

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2008-2009	ESTIMATED FY 2009-2010	REQUEST FY 2010-2011
Interest on Debt	<input type="text"/>	<input type="text"/>	<input type="text"/>
Principal	<input type="text"/>	<input type="text"/>	<input type="text"/>
Repayment of Loans	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>

Explanation: _____

SECTION II

ISSUE: Blackwater River Correctional Facility

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
5.250%	8/1/2028	130,770,000	130,770,000	126,485,000

	ACTUAL FY 2008-2009	ESTIMATED FY 2009-2010	REQUEST FY 2010-2011
Interest on Debt	<input type="text" value="0"/>	<input type="text" value="6,513,688"/>	<input type="text" value="6,513,688"/>
Principal	<input type="text" value="0"/>	<input type="text" value="4,285,000"/>	<input type="text" value="4,285,000"/>
Fiscal Agent or Other Fees	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	<input type="text" value="0"/>	<input type="text" value="10,798,688"/>	<input type="text" value="10,798,688"/>

ISSUE: _____

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

	ACTUAL FY 2008-2009	ESTIMATED FY 2009-2010	REQUEST FY 2010-2011
Interest on Debt	<input type="text"/>	<input type="text"/>	<input type="text"/>
Principal	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department:	Corrections		Budget Period 2010 -2011	
Budget Entity:	Adult and Youthful Offender Female Custody Operations		70031200	
	(2)	(3)	(4)	
(1)	ACTUAL	ESTIMATED	REQUEST	
SECTION I	FY 2008-2009	FY 2009-2010	FY 2010-2011	
Interest on Debt	1,227,978	1,148,838	1,072,900	
Principal	1,825,000	1,905,000	1,980,000	
Repayment of Loans				
Fiscal Agent or Other Fees	2,761	2,761	2,761	
Other Debt Service				
Total Debt Service	3,055,739	3,056,599	3,055,661	

Explanation: Certificates of participation (COP) were issued to fund the construction of both publicly and privately operated correctional facilities for the State of Florida

SECTION II

ISSUE: Gadsden Correctional Facility - Series 2001 and 2006A

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
4.02%	2/1/2026	34,593,700	23,535,000	21,555,000
(6)	(7)	(8)	(9)	
	ACTUAL	ESTIMATED	REQUEST	
	FY 2008-2009	FY 2009-2010	FY 2010-2011	
Interest on Debt	1,227,978	1,148,838	1,072,900	
Principal	1,825,000	1,905,000	1,980,000	
Fiscal Agent or Other Fees	2,761	2,761	2,761	
Other				
Total Debt Service	3,055,739	3,056,599	3,055,661	

ISSUE:

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
	ACTUAL	ESTIMATED	REQUEST	
	FY 2008-2009	FY 2009-2010	FY 2010-2011	
Interest on Debt				
Principal				
Fiscal Agent or Other Fees				
Other				
Total Debt Service				

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department:	Corrections		Budget Period 2010 -2011	
Budget Entity:	Male Youthful Offender Custody Operations		70031300	
	(2)	(3)	(4)	
(1)	ACTUAL	ESTIMATED	REQUEST	
SECTION I	FY 2008-2009	FY 2009-2010	FY 2010-2011	
Interest on Debt	1,257,726	1,212,064	1,154,298	
Principal	1,360,979	1,408,960	1,466,284	
Repayment of Loans				
Fiscal Agent or Other Fees	3,246	3,246	3,246	
Other Debt Service				
Total Debt Service	2,621,951	2,624,270	2,623,828	

Explanation: Certificates of participation (COP) were issued to fund the construction of both publicly and privately operated correctional facilities for the State of Florida

SECTION II

ISSUE: Columbia County/Lake City Correctional Facility - Series 2004

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
4.00% to 5.125%	8/1/2025	31,291,641	27,191,755	25,725,471

	ACTUAL	ESTIMATED	REQUEST	
	FY 2008-2009	FY 2009-2010	FY 2010-2011	
Interest on Debt	1,257,726	1,212,064	1,154,298	
Principal	1,360,979	1,408,960	1,466,284	
Fiscal Agent or Other Fees	3,246	3,246	3,246	
Other				
Total Debt Service	2,621,951	2,624,270	2,623,828	

ISSUE:

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011

	ACTUAL	ESTIMATED	REQUEST	
	FY 2008-2009	FY 2009-2010	FY 2010-2011	

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: Corrections **Budget Period 2010 -2011**
Budget Entity: Adult Male Custody Operations 70031100

(1) SECTION I	(2) ACTUAL FY 2008-2009	(3) ESTIMATED FY 2009-2010	(4) REQUEST FY 2010-2011
Interest on Debt	817,551	741,123	617,973
Principal	2,629,754	2,705,000	2,835,000
Repayment of Loans			
Fiscal Agent or Other Fees	4,000	4,000	4,000
Other Debt Service			
Total Debt Service	3,451,305	3,450,123	3,456,973

Explanation: Certificates of participation (COP) was issued to fund construction of the publicly operated correctional facility in Okeechobee.

SECTION II

ISSUE: Okeechobee - Series 2004

(1) INTEREST RATE	(2) MATURITY DATE	(3) ISSUE AMOUNT	(4) June 30, 2010	(5) June 30, 2011
(6)	(7)	(8)	(9)	(9)
	ACTUAL FY 2008-2009	ESTIMATED FY 2009-2010	REQUEST FY 2010-2011	
2.00% to 5.00%	28,215,000	15,370,246	12,535,246	
	817,551	741,123	617,973	
	2,629,754	2,705,000	2,835,000	
	4,000	4,000	4,000	
Total Debt Service	3,451,305	3,450,123	3,456,973	

ISSUE:

(6)	(7)	(8)	(9)
INTEREST RATE	MATURITY DATE	June 30, 2010	June 30, 2011
	ACTUAL FY 2008-2009	ESTIMATED FY 2009-2010	REQUEST FY 2010-2011
Total Debt Service	0	0	0

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2008 - 2009

Department: Inspector General's Office

Chief Internal Auditor: Paul Strickland

Budget Entity: Bureau of Internal Audit

Phone Number: 850-410-4127

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
A09003	12/23/2008	Construction Bid Process	<p>Finding: One Invitation to Bid file did not contain documentation to justify the Bureau of Procurement and Supply's acceptance of a mandatory bid document that was received after the bid opening.</p> <p>Recommendation: The Bureau of Procurement and Supply staff document and maintain, in the contract and bid files, written confirmation of legal advice or opinions granted by staff in DC's Office of the General Counsel.</p>	Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau Internal Audi
A09011	5/27/2009	Extradition Services Contract (C2355)	<p>Finding: The Bureau of Classification and Central Records did not ensure that Mid Florida provided certified law enforcement or correctional officers in the direct transportation of inmates as required by the contract.</p> <p>Recommendation: The Bureau of Classification and Central Records take appropriate action to ensure Mid Florida uses certified law enforcement or correctional officers in the direct transportation of inmates as required by the contract.</p> <p>Finding: The Bureau of Classification and Central Records did not ensure that background/criminal record checks had been completed for contractor staff who were employed or assigned to work on the contract.</p> <p>Recommendation: The Bureau of Classification and Central Records take measures to ensure FCIC/NCIC background/criminal record checks are completed on any individual employed or assigned to work under this contract and maintain a record for audit and verification purposes.</p>	Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau Internal Audi

			<p>Finding: The Bureau of Classification and Central Records did not monitor Mid Florida's compliance with the prescribed performance measure for service delivery.</p>		
A09006	6/3/2009	Tangible Personal Property	<p>Recommendation: The Bureau of Classification and Central Records document their monitoring efforts to provide evidence of contractor compliance and achievement of the performance outcome and standards as delineated in the contract.</p> <p>Recommendation: The Bureau of Classification and Central Records impose liquidated damages as stipulated in the contract, should Mid Florida fail to meet the performance measures.</p> <p>Finding: The Bureau of Classification and Central Records did not ensure that Mid Florida adhered to the reporting requirements nor did they ensure that Mid Florida submitted invoices and supporting documentation that included all of the details as prescribed in the contract.</p> <p>Recommendation: The Bureau of Classification and Central Records take appropriate action to ensure Mid Florida provides the monthly summary report and submits invoices and supporting documentation that include all of the details as prescribed in the contract.</p> <p>Finding: Property delegates are not always notifying the property custodian when a property delegate changes in order to schedule a physical inventory of the property.</p> <p>Recommendation: The Bureau of Finance and Accounting seek alternatives that would inform the new property delegates of their responsibilities in notifying the property custodian to schedule a physical inventory of property.</p> <p>Finding: Property Delegates are not signing a Flair-produced listing after an initial physical inventory.</p> <p>Accounting ensure that property delegates sign the Flair-produced listing after an initial physical inventory, which will serve as a receipt for the property in their custody and an acknowledgement that they are responsible for understanding DC procedure.</p>	<p>Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the audit issues.</p>	<p>Inspector General's Office/Bureau Internal Audi</p>

Fiscal Year 2010-11 LBR Technical Review Checklist

Department/Budget Entity (Service): Department Administration

Agency Budget Officer/OPB Analyst Name: Mark Tallent / Beth Hamilton

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

Action	Program or Service (Budget Entity Codes)				
	70010100	70010200	70010400		

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A10, A11, A36, IA1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? (CSDI)	Y	Y	Y		
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y	Y		

AUDITS:

1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y	Y		
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y	Y		
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					

2. EXHIBIT A (EADR, EXA)

2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y	Y		
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y		
2.3 Are the issue codes and titles consistent with <i>Section 3</i> of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y	Y		
2.4 Have the coding guidelines in <i>Section 3</i> of the LBR Instructions (pages 15 through 27) been followed?	Y	Y	Y		

3. EXHIBIT B (EXBR, EXB)

3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A		
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Action		Program or Service (Budget Entity Codes)				
		70010100	70010200	70010400		
AUDITS:						
3.2	Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y	Y		
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y	Y		
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y		
4.2	Is the program component code and title used correct?	Y	Y	Y		
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y		
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y	Y		
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.)	Y	Y	Y		
<i>Please note that the LBR Instructions reference the wrong B column.</i>						

Action		Program or Service (Budget Entity Codes)				
		70010100	70010200	70010400		
5.4	<p>A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.)</p> <p><i>Please note that the LBR Instructions reference the wrong B column.</i></p>					
TIP	<p>If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.</p>	Y	Y	Y		

Action		Program or Service (Budget Entity Codes)				
		70010100	70010200	70010400		
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2008-09 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y		
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y		
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y	Y		
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 70 of the LBR Instructions?	Y	Y	Y		
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	Y	Y	Y		
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	Y	Y	Y		
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y	Y		
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OAD/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	Y	Y		
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	Y	Y	Y		
7.9	Does the issue narrative reference the specific county(ies) where applicable?	Y	Y	Y		

Action		Program or Service (Budget Entity Codes)				
		70010100	70010200	70010400		
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #10-002?	Y	Y	Y		
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	N/A	N/A	N/A		
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	Y	Y	Y		
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A	N/A		
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y		
7.15	Do the issues relating to <i>salary and benefits</i> have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 26 and 86 of the LBR Instructions.)	Y	Y	Y		
7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	Y	Y	Y		
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A		
AUDIT:						
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y	Y		
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	Y	Y	Y		
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	Y	Y	Y		
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	N/A	N/A	N/A		
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A	N/A		

Action		Program or Service (Budget Entity Codes)			
		70010100	70010200	70010400	
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.				
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 64 through 70 of the LBR Instructions.				
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.				
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).				
TIP	If an appropriation made in the FY 2009-10 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.				
8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level or SC1R, SC1D - Department Level)					
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Submitted at the Department Level			
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Submitted at the Department Level			
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at the Department Level			
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at the Department Level			
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at the Department Level			
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?	Submitted at the Department Level			
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at the Department Level			

Action		Program or Service (Budget Entity Codes)			
		70010100	70010200	70010400	
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?	Submitted at the Department Level			
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?	Submitted at the Department Level			

Action		Program or Service (Budget Entity Codes)			
		70010100	70010200	70010400	
8.10	Are the statutory authority references correct?	Submitted at the Department Level			
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at the Department Level			
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at the Department Level			
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at the Department Level			
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at the Department Level			
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at the Department Level			
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at the Department Level			
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at the Department Level			
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available?	Submitted at the Department Level			
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at the Department Level			
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at the Department Level			
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at the Department Level			
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)	Submitted at the Department Level			
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at the Department Level			
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at the Department Level			
8.25	Are current year September operating reversions appropriately shown in column A02?	Submitted at the Department Level			
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at the Department Level			
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at the Department Level			

Action		Program or Service (Budget Entity Codes)				
		70010100	70010200	70010400		
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at the Department Level				
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at the Department Level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")	Submitted at the Department Level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)	Submitted at the Department Level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 124 of the LBR Instructions.)					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 156 of the LBR Instructions.)	Y	Y	Y		
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 88 of the LBR Instructions.)	Y	Y	Y		
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 95 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	Y	Y	Y		
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A	Y		
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						

Action		Program or Service (Budget Entity Codes)				
		70010100	70010200	70010400		
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	Submitted at the Department Level				
13. SCHEDULE VIII-B-1						
13.1	This schedule is not required in the October 15, 2009 LBR submittal.					
14. SCHEDULE VIII-B-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 101 and 102 of the LBR Instructions regarding a 10% reduction in recurring General Revenue and Trust Funds?	Submitted at the Department Level				
15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)						
15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4)(b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Submitted at the Department Level				
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Submitted at the Department Level				
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:						
15.3	Does the FY 2008-09 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Y	Y	Y		
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	Y	Y	Y		
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	N/A	N/A	N/A		
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y	Y	Y		
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Y	Y	Y		
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.					

Action	Program or Service (Budget Entity Codes)				
	70010100	70010200	70010400		

16. MANUALLY PREPARED EXHIBITS & SCHEDULES

16.1	Do exhibits and schedules comply with LBR Instructions (pages 109 through 153 of the LBR Instructions), and are they accurate and complete?	Y	Y	Y		
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y	Y		
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at the Department Level				

AUDITS - GENERAL INFORMATION

TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.	
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.	

17. CAPITAL IMPROVEMENTS PROGRAM (CIP)

17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	N/A	N/A	N/A		
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	N/A	N/A	N/A		
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	N/A	N/A	N/A		
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	N/A	N/A	N/A		
17.5	Are the appropriate counties identified in the narrative?	N/A	N/A	N/A		
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.					

Fiscal Year 2010-11 LBR Technical Review Checklist

Department/Budget Entity (Service):

Agency Budget Officer/OPB Analyst Name:

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

Action	Program or Service (Budget Entity Codes)				
	70031600	70031700	70031800	70031900	70032000

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A10, A11, A36, IA1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? (CSDI)	Y	Y	Y	Y	Y
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y	Y	Y	Y

AUDITS:

1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y	Y	Y	Y
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y	Y	Y	Y
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					

2. EXHIBIT A (EADR, EXA)

2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y	Y	Y	Y
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y	Y	Y
2.3 Are the issue codes and titles consistent with <i>Section 3</i> of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y	Y	Y	Y
2.4 Have the coding guidelines in <i>Section 3</i> of the LBR Instructions (pages 15 through 27) been followed?	Y	Y	Y	Y	Y

3. EXHIBIT B (EXBR, EXB)

3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A	N/A	N/A
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Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
AUDITS:						
3.2	Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y	Y	Y	Y
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y	Y	Y	Y
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y	Y	Y
4.2	Is the program component code and title used correct?	Y	Y	Y	Y	Y
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y	Y	Y
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y	Y	Y	Y
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.) <i>Please note that the LBR Instructions reference the wrong B column.</i>	Y	Y	Y	Y	Y
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.) <i>Please note that the LBR Instructions reference the wrong B column.</i>	Y	Y	Y	Y	Y
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					

Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2008-09 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y	Y	Y
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y	Y	Y
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y	Y	Y	Y
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 70 of the LBR Instructions?	N/A	N/A	N/A	N/A	N/A
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A	N/A	N/A	N/A
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y	Y	Y	Y
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	Y	Y	Y	Y
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	N/A	N/A	N/A	N/A	N/A
7.9	Does the issue narrative reference the specific county(ies) where applicable?	Y	Y	Y	Y	Y
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #10-002?	N/A	N/A	N/A	N/A	N/A
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	N/A	N/A	N/A	N/A	N/A
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A	N/A	N/A	N/A

Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A	N/A	N/A	N/A
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y	Y	Y
7.15	Do the issues relating to <i>salary and benefits</i> have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 26 and 86 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A	N/A	N/A	N/A
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A	N/A	N/A
AUDIT:						
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y	Y	Y	Y
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	N/A	N/A	N/A	N/A	N/A
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	N/A	N/A	N/A	N/A	N/A
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	N/A	N/A	N/A	N/A	N/A
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A	N/A	N/A	N/A
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 64 through 70 of the LBR Instructions.					
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.					
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).					
TIP	If an appropriation made in the FY 2009-10 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.					

Action	Program or Service (Budget Entity Codes)				
	70031600	70031700	70031800	70031900	70032000

8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level or SC1R, SC1D - Department Level)						
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	submitted at department level				
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	submitted at department level				
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?	submitted at department level				
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	submitted at department level				
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	submitted at department level				
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?	submitted at department level				
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	submitted at department level				
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?	submitted at department level				
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?	submitted at department level				
8.10	Are the statutory authority references correct?	submitted at department level				
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	submitted at department level				
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	submitted at department level				
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	submitted at department level				
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	submitted at department level				
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	submitted at department level				
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	submitted at department level				
8.17	If applicable, are nonrecurring revenues entered into Column A04?	submitted at department level				
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available?	submitted at department level				
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	submitted at department level				
8.20	Are appropriate service charge nonoperating amounts included in Section II?	submitted at department level				
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	submitted at department level				

Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)					
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?					
8.24	Are prior year September operating reversions appropriately shown in column A01?					
8.25	Are current year September operating reversions appropriately shown in column A02?					
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?					
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?					
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?					
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).					
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")					
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)					
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 124 of the LBR Instructions.)					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 156 of the LBR Instructions.)	Y	N/A	Y	Y	Y
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 88 of the LBR Instructions.)	Y	N/A	Y	Y	Y
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 95 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	Y	N/A	Y	Y	Y
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A	N/A	N/A	N/A

Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
TIP If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.						
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	submitted at department level				
13. SCHEDULE VIIIB-1						
13.1	This schedule is not required in the October 15, 2009 LBR submittal.					
14. SCHEDULE VIIIB-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 101 and 102 of the LBR Instructions regarding a 10% reduction in recurring General Revenue and Trust Funds?	submitted at department level				
15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)						
15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4)(b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Y	Y	Y	Y	Y
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Y	Y	Y	Y	Y
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:						
15.3	Does the FY 2008-09 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Y	Y	Y	Y	Y
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	Y	Y	Y	Y	Y
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	N/A	N/A	N/A	N/A	N/A
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y	Y	Y	Y	Y
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Y	Y	Y	Y	Y
TIP If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.						
16. MANUALLY PREPARED EXHIBITS & SCHEDULES						
16.1	Do exhibits and schedules comply with LBR Instructions (pages 109 through 153 of the LBR Instructions), and are they accurate and complete?	Y	Y	Y	Y	Y
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y	Y	Y	Y
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	submitted at department level				
AUDITS - GENERAL INFORMATION						

Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.					
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.					
17. CAPITAL IMPROVEMENTS PROGRAM (CIP)						
17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	N/A	N/A	N/A	N/A	N/A
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	N/A	N/A	N/A	N/A	N/A
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	N/A	N/A	N/A	N/A	N/A
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	N/A	N/A	N/A	N/A	N/A
17.5	Are the appropriate counties identified in the narrative?	N/A	N/A	N/A	N/A	N/A
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.					
18. FLORIDA FISCAL PORTAL						
18.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y	Y	Y	Y	Y

Fiscal Year 2010-11 LBR Technical Review Checklist

Department/Budget Entity (Service): **Corrections/Community Corrections**

Agency Budget Officer/OPB Analyst Name: **Mark Tallent/Beth Hamilton**

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

Action	Program or Service (Budget Entity Codes)				
	70054000	70055000	70056000		
1. GENERAL					
1.1 Are Columns A01, A02, A04, A05, A10, A11, A36, IA1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? (CSDI)	Y	Y	Y		
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y	Y		
AUDITS:					
1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y	Y		
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y	Y		
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					
2. EXHIBIT A (EADR, EXA)					
2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y	Y		
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y		
2.3 Are the issue codes and titles consistent with <i>Section 3</i> of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y	Y		
2.4 Have the coding guidelines in <i>Section 3</i> of the LBR Instructions (pages 15 through 27) been followed?	Y	Y	Y		
3. EXHIBIT B (EXBR, EXB)					
3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A		

Action	Program or Service (Budget Entity Codes)					
	70054000	70055000	70056000			
AUDITS:						
3.2	Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y	Y		
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y	Y		
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y		
4.2	Is the program component code and title used correct?	Y	Y	Y		
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y		
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y	Y		
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.) <i>Please note that the LBR Instructions reference the wrong B column.</i>	Y	Y	Y		
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.) <i>Please note that the LBR Instructions reference the wrong B column.</i>	Y	Y	Y		
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					

Action		Program or Service (Budget Entity Codes)				
		70054000	70055000	70056000		
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2008-09 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y		
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y		
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y	Y		
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 70 of the LBR Instructions?	N/A	N/A	N/A		
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A	N/A		
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A	N/A		
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	N/A	Y	N/A		
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	N/A	Y	N/A		
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	N/A	N/A	N/A		
7.9	Does the issue narrative reference the specific county(ies) where applicable?	N/A	N/A	N/A		
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #10-002?	N/A	N/A	N/A		
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	N/A	N/A	N/A		
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A	N/A		

Action		Program or Service (Budget Entity Codes)				
		70054000	70055000	70056000		
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A	N/A		
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y		
7.15	Do the issues relating to <i>salary and benefits</i> have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 26 and 86 of the LBR Instructions.)	N/A	N/A	N/A		
7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A	N/A		
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A		
AUDIT:						
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y	Y		
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	N/A	N/A	N/A		
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	N/A	Y	N/A		
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	N/A	N/A	N/A		
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A	N/A		
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 64 through 70 of the LBR Instructions.					
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.					
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).					
TIP	If an appropriation made in the FY 2009-10 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.					

Action	Program or Service (Budget Entity Codes)			
	70054000	70055000	70056000	
8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level or SC1R, SC1D - Department Level)				
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?			
	Submitted at the Department Level			
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?			
	Submitted at the Department Level			
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?			
	Submitted at the Department Level			
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?			
	Submitted at the Department Level			
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?			
	Submitted at the Department Level			
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?			
	Submitted at the Department Level			
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?			
	Submitted at the Department Level			
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?			
	Submitted at the Department Level			
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?			
	Submitted at the Department Level			
8.10	Are the statutory authority references correct?			
	Submitted at the Department Level			
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)			
	Submitted at the Department Level			
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?			
	Submitted at the Department Level			
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?			
	Submitted at the Department Level			
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?			
	Submitted at the Department Level			
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?			
	Submitted at the Department Level			
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?			
	Submitted at the Department Level			
8.17	If applicable, are nonrecurring revenues entered into Column A04?			
	Submitted at the Department Level			
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available?			
	Submitted at the Department Level			
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?			
	Submitted at the Department Level			
8.20	Are appropriate service charge nonoperating amounts included in Section II?			
	Submitted at the Department Level			
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?			
	Submitted at the Department Level			

Action		Program or Service (Budget Entity Codes)				
		70054000	70055000	70056000		
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)	Submitted at the Department Level				
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at the Department Level				
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at the Department Level				
8.25	Are current year September operating reversions appropriately shown in column A02?	Submitted at the Department Level				
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at the Department Level				
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at the Department Level				
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at the Department Level				
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at the Department Level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")	Submitted at the Department Level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)	Submitted at the Department Level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 124 of the LBR Instructions.)					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 156 of the LBR Instructions.)	N/A	Y	N/A		

Action	Program or Service (Budget Entity Codes)				
	70054000	70055000	70056000		
10. SCHEDULE III (PSCR, SC3)					
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 88 of the LBR Instructions.)	N/A	Y	N/A	
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 95 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	N/A	Y	N/A	
11. SCHEDULE IV (EADR, SC4)					
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A	N/A	
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.				
12. SCHEDULE VIIIA (EADR, SC8A)					
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	Submitted at the Department Level			
13. SCHEDULE VIIIB-1					
13.1	This schedule is not required in the October 15, 2009 LBR submittal.				
14. SCHEDULE VIIIB-2 (EADR, S8B2)					
14.1	Do the reductions comply with the instructions provided on pages 101 and 102 of the LBR Instructions regarding a 10% reduction in recurring General Revenue and Trust Funds?	Submitted at the Department Level			
15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)					
15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4) (b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Submitted at the Department Level			
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Submitted at the Department Level			
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:					
15.3	Does the FY 2008-09 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Submitted at the Department Level			
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	Submitted at the Department Level			
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	Submitted at the Department Level			
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Submitted at the Department Level			
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Submitted at the Department Level			
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.				

Action		Program or Service (Budget Entity Codes)			
		70054000	70055000	70056000	
16. MANUALLY PREPARED EXHIBITS & SCHEDULES					
16.1	Do exhibits and schedules comply with LBR Instructions (pages 109 through 153 of the LBR Instructions), and are they accurate and complete?	Y	Y	Y	
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y	Y	
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at the Department Level			
AUDITS - GENERAL INFORMATION					
TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.				
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.				
17. CAPITAL IMPROVEMENTS PROGRAM (CIP)					
17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	FCO Submitted Separately			
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	FCO Submitted Separately			
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	FCO Submitted Separately			
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	FCO Submitted Separately			
17.5	Are the appropriate counties identified in the narrative?	FCO Submitted Separately			
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.				
18. FLORIDA FISCAL PORTAL					
18.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Submitted at the Department Level			

Fiscal Year 2010-11 LBR Technical Review Checklist

Department/Budget Entity (Service):
Agency Budget Officer/OPB Analyst Name:

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

Action	Program or Service (Budget Entity Codes)				
	70251000	70252000			

1. GENERAL					
1.1 Are Columns A01, A02, A04, A05, A10, A11, A36, IA1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? (CSDI)	Y	Y			
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y			
AUDITS:					
1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y			
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y			
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					
2. EXHIBIT A (EADR, EXA)					
2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y			
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y			
2.3 Are the issue codes and titles consistent with <i>Section 3</i> of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y			
2.4 Have the coding guidelines in <i>Section 3</i> of the LBR Instructions (pages 15 through 27) been followed?	Y	Y			
3. EXHIBIT B (EXBR, EXB)					
3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	Y	Y			
AUDITS:					
3.2 Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y			

Action		Program or Service (Budget Entity Codes)				
		70251000	70252000			
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y			
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y			
4.2	Is the program component code and title used correct?	Y	Y			
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y			
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y			
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.) <i>Please note that the LBR Instructions reference the wrong B column.</i>	Y	Y			
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.) <i>Please note that the LBR Instructions reference the wrong B column.</i>	Y	Y			
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					

Action		Program or Service (Budget Entity Codes)				
		70251000	70252000			
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2008-09 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y			
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y			
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y			
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 70 of the LBR Instructions?	N/A	N/A			
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A			
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A			
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y			
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	Y			
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	N/A	N/A			
7.9	Does the issue narrative reference the specific county(ies) where applicable?	N/A	N/A			
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #10-002?	N/A	N/A			

Action		Program or Service (Budget Entity Codes)			
		70251000	70252000		
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	N/A	N/A		
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A		
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A		
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y		
7.15	Do the issues relating to <i>salary and benefits</i> have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 26 and 86 of the LBR Instructions.)	N/A	N/A		
7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A		
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A		
AUDIT:					
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y		
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	N/A	N/A		
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	N/A	N/A		
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	N/A	N/A		
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A		
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.				

Action		Program or Service (Budget Entity Codes)			
		70251000	70252000		
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 64 through 70 of the LBR Instructions.				
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.				
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).				
TIP	If an appropriation made in the FY 2009-10 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.				
8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level or SC1R, SC1D - Department Level)					
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Submitted at Department Level			
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Submitted at Department Level			
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at Department Level			
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at Department Level			
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at Department Level			
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?	Submitted at Department Level			
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at Department Level			
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?	Submitted at Department Level			

Action		Program or Service (Budget Entity Codes)			
		70251000	70252000		
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?	Submitted at Department Level			
8.10	Are the statutory authority references correct?	Submitted at Department Level			
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at Department Level			
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at Department Level			
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at Department Level			
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at Department Level			
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at Department Level			
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at Department Level			
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at Department Level			
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available?	Submitted at Department Level			
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at Department Level			
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at Department Level			
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at Department Level			
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)	Submitted at Department Level			

Action		Program or Service (Budget Entity Codes)			
		70251000	70252000		
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at Department Level			
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at Department Level			
8.25	Are current year September operating reversions appropriately shown in column A02?	Submitted at Department Level			
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at Department Level			
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at Department Level			
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at Department Level			
AUDITS:					
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at Department Level			
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")	Submitted at Department Level			
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)	Submitted at Department Level			
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!				
TIP	Determine if the agency is scheduled for trust fund review. (See page 124 of the LBR Instructions.)				
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.				
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.				
9. SCHEDULE II (PSCR, SC2)					
AUDIT:					

Action		Program or Service (Budget Entity Codes)			
		70251000	70252000		
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 156 of the LBR Instructions.)	N	N		
10. SCHEDULE III (PSCR, SC3)					
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 88 of the LBR Instructions.)	Y	Y		
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 95 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	N/A	N/A		
11. SCHEDULE IV (EADR, SC4)					
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A		
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.				
12. SCHEDULE VIIIA (EADR, SC8A)					
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	Submitted at Department Level			
13. SCHEDULE VIIIB-1					
13.1	This schedule is not required in the October 15, 2009 LBR submittal.	Submitted at Department Level			
14. SCHEDULE VIIIB-2 (EADR, S8B2)					
14.1	Do the reductions comply with the instructions provided on pages 101 and 102 of the LBR Instructions regarding a 10% reduction in recurring General Revenue and Trust Funds?	Submitted at Department Level			
15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)					
15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4)(b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Submitted at Department Level			
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Y	Y		
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:					

Action		Program or Service (Budget Entity Codes)			
		70251000	70252000		
15.3	Does the FY 2008-09 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Y	Y		
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	N/A	N/A		
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	N/A	N/A		
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y	Y		
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Y	Y		
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.				
16. MANUALLY PREPARED EXHIBITS & SCHEDULES					
16.1	Do exhibits and schedules comply with LBR Instructions (pages 109 through 153 of the LBR Instructions), and are they accurate and complete?	Y	Y		
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y		
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at Department Level			
AUDITS - GENERAL INFORMATION					
TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.				
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.				

Action	Program or Service (Budget Entity Codes)			
	70251000	70252000		

17. CAPITAL IMPROVEMENTS PROGRAM (CIP)				
17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	N/A	N/A	
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	N/A	N/A	
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	N/A	N/A	
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	N/A	N/A	
17.5	Are the appropriate counties identified in the narrative?	N/A	N/A	
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.			

18. FLORIDA FISCAL PORTAL				
18.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y	Y	

Fiscal Year 2010-11 LBR Technical Review Checklist

Department/Budget Entity (Service): Education and Programs

Agency Budget Officer/OPB Analyst Name: Mark Tallent / Beth Hamilton

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

Action	Program or Service (Budget Entity Codes)				
	70450100	70450200	70450300		

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A10, A11, A36, IA1, IV1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? (CSDI)	Y	Y	Y		
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y	Y		

AUDITS:

1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y	Y		
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y	Y		
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					

2. EXHIBIT A (EADR, EXA)

2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y	Y		
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y		
2.3 Are the issue codes and titles consistent with <i>Section 3</i> of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y	Y		
2.4 Have the coding guidelines in <i>Section 3</i> of the LBR Instructions (pages 15 through 27) been followed?	Y	Y	Y		

3. EXHIBIT B (EXBR, EXB)

3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	Y	Y	Y		
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Action		Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300		
AUDITS:						
3.2	Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y	Y		
3.3	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y	Y		
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y		
4.2	Is the program component code and title used correct?	Y	Y	Y		
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y		
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y	Y		
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.)	Y	Y	Y		
<i>Please note that the LBR Instructions reference the wrong B column.</i>						

Action		Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300		
5.4	<p>A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.)</p> <p><i>Please note that the LBR Instructions reference the wrong B column.</i></p>					
TIP	<p>If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.</p>	Y	Y	Y		

Action		Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300		
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2008-09 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y		
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y		
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y	Y		
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 70 of the LBR Instructions?	N/A	N/A	N/A		
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A	N/A		
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	Y	Y	Y		
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y	Y		
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OAD/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	Y	Y		
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	Y	Y	Y		
7.9	Does the issue narrative reference the specific county(ies) where applicable?	Y	Y	Y		

Action		Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300		
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #10-002?	Y	Y	Y		
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	Y	Y	Y		
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	Y	Y	Y		
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	Y	Y	Y		
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y		
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7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	Y	Y	Y		
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A		
AUDIT:						
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y	Y		
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	Y	Y	Y		
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	Y	Y	Y		
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	Y	Y	Y		
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A	N/A		

Action		Program or Service (Budget Entity Codes)			
		70450100	70450200	70450300	
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.				
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TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.				
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8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at Department Level			
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at Department Level			
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at Department Level			
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?	Submitted at Department Level			
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at Department Level			

Action		Program or Service (Budget Entity Codes)			
		70450100	70450200	70450300	
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?				Submitted at Department Level
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?				Submitted at Department Level

Action		Program or Service (Budget Entity Codes)			
		70450100	70450200	70450300	
8.10	Are the statutory authority references correct?	Submitted at Department Level			
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at Department Level			
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at Department Level			
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at Department Level			
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at Department Level			
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at Department Level			
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at Department Level			
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at Department Level			
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available?	Submitted at Department Level			
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at Department Level			
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at Department Level			
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at Department Level			
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)	Submitted at Department Level			
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at Department Level			
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at Department Level			
8.25	Are current year September operating reversions appropriately shown in column A02?	Submitted at Department Level			
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at Department Level			
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at Department Level			

Action		Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300		
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at Department Level				
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at Department Level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")	Submitted at Department Level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)	Submitted at Department Level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 124 of the LBR Instructions.)					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 156 of the LBR Instructions.)	Y	Y	Y		
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 88 of the LBR Instructions.)	Y	Y	Y		
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 95 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	Y	Y	Y		
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A	N/A		
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						

Action		Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300		
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	Submitted at Department Level				
13. SCHEDULE VIII-B-1						
13.1	This schedule is not required in the October 15, 2009 LBR submittal.					
14. SCHEDULE VIII-B-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 101 and 102 of the LBR Instructions regarding a 10% reduction in recurring General Revenue and Trust Funds?	Submitted at Department Level				
15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)						
15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4)(b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Submitted at Department Level				
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Submitted at Department Level				
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:						
15.3	Does the FY 2008-09 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Y	Y	Y		
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	N/A	N/A	N/A		
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	N/A	N/A	N/A		
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y	Y	Y		
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Y	Y	Y		
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.					

Action	Program or Service (Budget Entity Codes)				
	70450100	70450200	70450300		

16. MANUALLY PREPARED EXHIBITS & SCHEDULES

16.1	Do exhibits and schedules comply with LBR Instructions (pages 109 through 153 of the LBR Instructions), and are they accurate and complete?	Y	Y	Y		
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y	Y		
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Y	Y	Y		

AUDITS - GENERAL INFORMATION

TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.	
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.	

17. CAPITAL IMPROVEMENTS PROGRAM (CIP)

17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	N/A	N/A	N/A		
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	N/A	N/A	N/A		
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	N/A	N/A	N/A		
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	N/A	N/A	N/A		
17.5	Are the appropriate counties identified in the narrative?	N/A	N/A	N/A		

TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.	
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