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Governor Charlie Crist

Secretary Linda H. South

LEGISLATIVE BUDGET REQUEST

Department of Management Services

Tallahassee

October 15, 2010

Jerry L. McDaniel, Director
Office of Policy and Budget
Executive Office of the Governor
1701 Capitol
Tallahassee, Florida 32399-0001

JoAnne Leznoff, Council Director
House Full Appropriations Councils
221 Capitol
Tallahassee, Florida 32399-1300

David Coburn, Staff Director
Senate Policy and Steering Committee on Ways and Means
201 Capitol
Tallahassee, Florida 32399-1300

Dear Directors:

Pursuant to Chapter 216, Florida Statutes, our Legislative Budget Request for the Department of Management Services is submitted in the format prescribed in the budget instructions. The information provided electronically and contained herein is a true and accurate presentation of our proposed needs for the 2011-12 Fiscal Year.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. South', written in a cursive style.

Linda H. South
Secretary

LHS



DEPARTMENT LEVEL

**EXHIBITS
AND
SCHEDULES**

Non-Strategic IT Service:		Network Service		Resources Apportioned to this IT Service in FY 2011-12				Combined v.2011-12			
Dept/Agency: Department of Management Services											
Prepared by: Joe Wright / Brenda Jackson											
Phone: 413-9169 / 410-0803											
Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	Estimated IT Service Costs			D
					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)				Planned Increase/Decrease Use of Recurring Base Funding (Columns C - B)
A. Personnel			1.00		\$86,406	\$86,406	\$86,406				\$0
A-1.1	State FTE		1.00		\$86,406	\$86,406	\$86,406				\$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				21	\$147,502	\$147,335	\$97,446				-\$49,889
B-1	Servers	1	23	0	\$16,820	\$16,000	\$0				-\$16,000
B-2	Server Maintenance & Support	2	11	3	\$15,247	\$24,092	\$1,167				-\$22,925
B-3	Network Devices & Hardware (e.g., routers, switches, hubs, cabling, etc.)	3	18	18	\$8,323	\$11,410	\$11,752				\$342
B-4	Online Storage for file and print (indicate GB of storage)		0		\$0	\$0	\$0				\$0
B-5	Archive Storage for file and print (indicate GB of storage)		0		\$0	\$0	\$0				\$0
B-6	Other Hardware Assets (Please specify in Footnote Section below)	4			\$107,112	\$95,833	\$84,527				-\$11,306
C. Software		5			\$5,467	\$15,161	\$15,267				\$106
D. External Service Provider(s)					\$955,914	\$816,871	\$823,019				\$6,148
D-1	MyFloridaNet	6			\$955,914	\$358,934	\$358,934				\$0
D-2	Other (Please specify in Footnote Section below)	7			\$0	\$457,937	\$464,085				\$6,148
E. Other (Please describe in Footnotes Section below)		8			\$17,750	\$0	\$0				\$0
F. Total for IT Service					\$1,213,039	\$1,065,773	\$1,022,138				-\$43,635
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.											
1	Retirement anticipated to be in STS in FY11-12										
2	Retirement anticipated to be in STS in FY11-12. These are servers already in SSRC and 3 downtown.										
3	Maintenance for 14 switches and 4 firewalls										
4	Maintenance/Lease for scanners OCE, Cannon and kits; high definition video conference equipment										
5	Maintenance for network management/monitoring and new monitoring tool purchase; and other miscellaneous LAN software items.										
6	Col. A: sum of LAN (518,482) and WAN (437,432) from last year's format. Column B includes only the MyFloridaNet WAN Services										
7	SSRC Costs for Co-Lo, SSRC Port charges for hosted equipment, DivTel Port Charges for LAN support service; DivTel Charges for Video Conferencing, Deloitte costs in Retirement.										
8	Col. A represents last year's video conferencing costs.										
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Non-Strategic IT Service: E-Mail, Messaging, and Calendaring Service								
Agency: Department of Management Services		# of Assets & Resources Apportioned to this IT Service in FY 2011-12		Form: FY 2011-12 Schedule IV-C -				
Prepared by: Joe Wright / Brenda Jackson				Estimated IT Service Costs				
Phone: 413-9169 / 410-0803				A	B	C	D	
Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding (Columns C - B)
A. Personnel								
A-1	State FTE		0.00		\$0	\$0	\$0	\$0
A-2	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3	Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware								
B-1	Servers		0	0	\$0	\$0	\$0	\$0
B-2	Server Maintenance & Support		0	0	\$0	\$0	\$0	\$0
B-3	Wireless Communication Devices (e.g., Blackberries, I-phones, PDAs, etc.)		163	0	\$0	\$0	\$0	\$0
B-4	Online Storage (indicate GB of storage)		0		\$0	\$0	\$0	\$0
B-5	Archive Storage (indicate GB of storage)		0		\$0	\$0	\$0	\$0
B-6	Other Hardware Assets (Please specify in Footnote Section below)				\$0	\$0	\$0	\$0
C. Software								
D. External Service Provider(s)								
D-1	Southwood Shared Resource Center				\$92,946	\$185,364	\$185,592	\$228
D-2	Northwood Shared Resource Center				\$92,946	\$185,364	\$185,592	\$228
D-3	Northwest Regional Data Center				\$0	\$0	\$0	\$0
D-4	Other Data Center External Service Provider (specify in Footnotes below)				\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)								
F. Total for IT Service								
					\$92,946	\$185,364	\$185,592	\$0
G. Administrative Overhead - Percentage of Other Non-Strategic IT Service Costs Supporting Email Service								
		Non-Strategic Service	Footnote	%	Cost	To determine the fully-loaded cost of the e-mail service, agencies must estimate the amount (percentage) of the other non-strategic IT services that are "consumed" by the e-mail service. For example, desktop support personnel install and configure the e-mail software on the desktop, which is used in the e-mail service, so to obtain a fully-loaded cost for the e-mail service, it is important to include the indirect workload and associated costs of the desktop service expended in support of the e-mail service. The portion of Network, IT Security & Risk Mitigation, and IT Administration & Management services will be estimated by the AEIT based on the agency Schedule IV-C submissions for these IT services. For the purposes of the Schedule IV-C analysis, the data submitted in this section will NOT be added to the cost of the e-mail service.		
OT-1	Network							
OT-2	Desktop IT Service		3.00%	\$	13,417			
OT-3	Help Desk		3.00%	\$	6,283			
OT-4	IT Security & Risk Mitigation							
OT-5	IT Administration & Management							
					SUBTOTAL	\$	19,700	
					Fully-loaded IT Service Cost	\$	205,292	
H. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
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Non-Strategic IT Service: Desktop Computing Service							
Agency: Department of Management Services				Form: FY 2011-12 Schedule IV-C -			
Prepared by: Joe Wright / Brenda Jackson				# of Assets & Resources Apportioned to this IT Service in FY 2011-12			
Phone: 413-9169 / 410-0803							
Service Provisioning -- Assets & Resources (Cost Elements)	Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	Estimated IT Service Costs			
				A	B	C	D
				Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding (Column C - B)
A. Personnel		2.00		\$94,297	\$94,297	\$94,297	\$0
A-1 State FTE		1.00		\$62,322	\$62,322	\$62,322	\$0
A-2 OPS FTE		1.00		\$31,975	\$31,975	\$31,975	\$0
A-3 Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware		932	131	\$141,036	\$144,226	\$148,915	\$4,689
B-1 Servers	1	1	0	\$0	\$0	\$0	\$0
B-2 Server Maintenance & Support		0	0	\$0	\$0	\$0	\$0
B-3.1 Desktop Computers	2	487	76	\$123,664	\$83,703	\$87,993	\$4,290
B-3.2 Mobile Computers (e.g., Laptop, Notebook, Handheld, Wireless Computer)	3	250	15	\$0	\$14,369	\$14,369	\$0
B-3.3 Other Hardware Assets (Please specify in Footnote Section below)	4	194	40	\$17,372	\$46,154	\$46,553	\$399
C. Software	5			\$127,486	\$101,085	\$103,263	\$2,178
D. External Service Provider(s)	6	2	2	\$132,342	\$97,827	\$100,760	\$2,933
E. Other (Please describe in Footnotes Section below)				\$2,000	\$0	\$0	\$0
F. Total for IT Service				\$497,161	\$437,435	\$447,235	\$9,800
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	Virtual Server - MS Configuration Manager						
2	Purchasing 76 replacement desktop workstations/monitors and individual monitors						
3	Purchasing 15 replacement laptops						
4	Desktop printers and surge protectors, DP supplies, hard drives, etc.						
5	EA Agreement, Antivirus, PGP, Utilites, and other miscellaneous software						
6	IT Provider and Creative Recycling						
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Non-Strategic IT Service:		Helpdesk Service				Form: FY 2011-12 Schedule IV-C -			
Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803		# of Assets & Resources Apportioned to this IT Service in FY 2011-12							
Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	C Estimated FY 2011-12 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	D Planned Increase/Decrease Use of Recurring Base Funding <i>(Columns C - B)</i>	
A. Personnel			0.00		\$0	\$0	\$0	\$0	
A-1	State FTE		0.00		\$0	\$0	\$0	\$0	
A-2	OPS FTE		0.00		\$0	\$0	\$0	\$0	
A-3	Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0	
B. Hardware			1	0	\$0	\$0	\$0	\$0	
B-1	Servers	1	1	0	\$0	\$0	\$0	\$0	
B-2	Server Maintenance & Support		0	0	\$0	\$0	\$0	\$0	
B-3	Other Hardware Assets <i>(Please specify in Footnote Section below)</i>		0	0	\$0	\$0	\$0	\$0	
C. Software		2			\$3,700	\$3,200	\$3,296	\$96	
D. External Service Provider(s)		3	0	0	\$370,210	\$200,401	\$206,150	\$5,749	
E. Other <i>(Please describe in Footnotes Section below)</i>		5			\$0	\$0	\$0	\$0	
F. Total for IT Service					\$373,910	\$203,601	\$209,446	\$5,845	
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.									
1	Virtual Server - BMC SDE in Retirement								
2	Maintenance for BMC SDE 5users								
3	Deloitte in Retirement, Hosted Service Provider for HelpDesk system, PATLive for minimal call takers.								
4									
5	Not included is \$90,000 that Suncom pays for PAT Live for call center support due to this being for statewide NOC help. This cost is also already in WAN costs provided by all agencies.								
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Non-Strategic IT Service: IT Security/Risk Mitigation Service									
Agency: Department of Management Services				Form: FY 2011-12 Schedule IV-C -					
Prepared by: Joe Wright / Brenda Jackson				# of Assets & Resources Apportioned to this IT Service in FY 2011-12					
Phone: 413-9169 / 410-0803									
Service Provisioning -- Assets & Resources (Cost Elements)			Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
						Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding (Columns C - B)
A. Personnel				1.35		\$132,942	\$127,945	\$127,945	\$0
A-1	State FTE			1.35		\$132,942	\$127,945	\$127,945	\$0
A-2	OPS FTE			0.00		\$0	\$0	\$0	\$0
A-3	Contractor Positions (Staff Augmentation)			0.00		\$0	\$0	\$0	\$0
B. Hardware				3	2	\$0	\$13,680	\$0	-\$13,680
B-1	Servers		1	1	0	\$0	\$0	\$0	\$0
B-2	Server Maintenance & Support			0	0	\$0	\$0	\$0	\$0
B-3	Other Hardware Assets (Please specify in Footnote Section below)		2	2	2	\$0	\$13,680	\$0	-\$13,680
C. Software			3			\$9,400	\$9,164	\$23,096	\$13,932
D. External Service Provider(s)			4	4	4	\$428,199	\$683,891	\$687,595	\$3,704
E. Other (Please describe in Footnotes Section below)						\$500	\$500	\$500	\$0
F. Total for IT Service						\$571,041	\$835,180	\$839,136	\$3,956
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.									
1	Backup Server of Retirement								
2	Maintenance for Tape Library, Security Appliance and purchase of LTO Tapes - Retirement								
3	Nessus Renewal, SSL Cert & Backup Exec Renewal								
4	Deloitte (Retirement), Fedex, Iron Mountain, Sungard, SSRC Backup Service, Portal DR Hosted								
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Non-Strategic IT Service: Agency Financial and Administrative Systems Support Service									
Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803				Form: FY 2011-12 Schedule IV-C -					
Service Provisioning -- Assets & Resources (Cost Elements)			# of Assets & Resources Apportioned to this IT Service in FY 2011-12						
					Estimated IT Service Costs				
					A	B	C	D	
					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding (Columns C - B)	
			Footnote Number	Number used for this service	Number w/ costs in FY 2011-12				
A. Personnel				1.30		\$0	\$71,736	\$71,736	\$0
A-1	State FTE			1.30		\$0	\$71,736	\$71,736	\$0
A-2	OPS FTE			0.00		\$0	\$0	\$0	\$0
A-3	Contractor Positions (Staff Augmentation)			0.00		\$0	\$0	\$0	\$0
B. Hardware				0	0	\$0	\$0	\$0	\$0
B-1	Servers			0	0	\$0	\$0	\$0	\$0
B-2	Server Maintenance & Support			0	0	\$0	\$0	\$0	\$0
B-3	Other Hardware Assets (Please specify in Footnote Section below)			0	0	\$0	\$0	\$0	\$0
C. Software						\$7,520	\$3,000	\$4,854	\$1,854
D. External Service Provider(s)			1	0	0	\$152,212	\$136,831	\$135,031	-\$1,800
E. Other (Please describe in Footnotes Section below)						\$0	\$0	\$0	\$0
F. Total for IT Service						\$159,732	\$211,567	\$211,621	\$54
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.									
1	Hosted Services and Subscriptions (LobbyTools, Survey Monkey, WestLaw, Moodle, etc.)								
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Non-Strategic IT Service: IT Administration and Management Service							
Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803				Form: FY 2011-12 Schedule IV-C -			
Service Provisioning -- Assets & Resources (Cost Elements)		# of Assets & Resources Apportioned to this IT Service in FY 2011-12		Estimated IT Service Costs			
	Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	C Estimated FY 2011-12 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	D Planned Increase/Decrease Use of Recurring Base Funding <i>(Columns C - B)</i>
A. Personnel							
A-1		0.80		\$99,951	\$99,951	\$99,951	\$0
A-1		0.80		\$99,951	\$99,951	\$99,951	\$0
A-2		0.00		\$0	\$0	\$0	\$0
A-3		0.00		\$0	\$0	\$0	\$0
B. Hardware							
B-1		0	0	\$0	\$0	\$0	\$0
B-2		0	0	\$0	\$0	\$0	\$0
B-3		0	0	\$0	\$0	\$0	\$0
C. Software							
				\$5,400	\$0	\$0	\$0
D. External Service Provider(s)							
	1	0	0	\$211,700	\$214,447	\$219,570	\$5,123
E. Other (Please describe in Footnotes Section below)							
				\$0	\$0	\$0	\$0
F. Total for IT Service				\$317,051	\$314,398	\$319,521	\$5,123
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	Deloitte, Gartner, IT Monitority in Retirement						
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Non-Strategic IT Service: Portal/Web Management Service											
Dept/Agency: Department of Management Services Prepared by: (Enter name of person who completed this worksheet) Phone: (enter phone number for person named above)				Form: Schedule IV-C -Combined v.2011-12							
Service Provisioning -- Assets & Resources (Cost Elements)				# of Assets & Resources Apportioned to this IT Service in FY 2011-12				Estimated IT Service Costs			
						A	B	C	D		
				Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding	
A. Personnel					1.15		\$59,039	\$66,578	\$66,578	\$0	
A-1.1	State FTE				1.15		\$59,039	\$66,578	\$66,578	\$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							\$0	\$0	\$0	\$0	
B-1	Servers				0	0	\$0	\$0	\$0	\$0	
B-2	Server Maintenance & Support				0	0	\$0	\$0	\$0	\$0	
B-3	Other Hardware Assets (Please specify in Footnotes Section below)				0	0	\$0	\$0	\$0	\$0	
C. Software							\$0	\$0	\$0	\$0	
D. External Service Provider(s)				1	0	0	\$46,646	\$71,424	\$71,424	\$0	
E. Other (Please describe in Footnotes Section below)							\$0	\$0	\$0	\$0	
F. Total for IT Service							\$105,685	\$138,002	\$138,002	\$0	
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.											
1	DMS Internet Website and SharePoint Intranet. SSRC managed service charges, Vendor support for content mgmt system.										
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Non-Strategic IT Service:		Data Center Service		Form: Schedule IV-C -Combined v.2011-12			
Dept/Agency: Department of Management Services							
Prepared by: (Enter name of person who completed this worksheet)							
Phone: (enter phone number for person named above)							
Service Provisioning -- Assets & Resources (Cost Elements)	Footnote Number	# of Assets & Resources Apportioned to this IT Service in FY 2011-12		Estimated IT Service Costs			
		Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11 (if submitted)	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel (performing data center functions defined in w. 282.201(2)(d)1.e., F.S.)							
A-1.1		0.00		\$0	\$0	\$0	\$0
A-2.1		0.00		\$0	\$0	\$0	\$0
A-3.1		0.00		\$0	\$0	\$0	\$0
B. Hardware							
Calculated total non-mainframe servers from all IV-C services		48		\$0	\$0	\$0	\$0
Calculated total mainframes from all IV-C services		0					
B-1	Non-Mainframe Servers (including single-function logical servers not assigned to another service)	0	0	\$0	\$0	\$0	\$0
B-2	Servers - Mainframe	0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support	0	0	\$0	\$0	\$0	\$0
B-4	Online or Archival Storage Systems (indicate GB of storage)	0		\$0	\$0	\$0	\$0
B-5	Data Center/ Computing Facility Internal Network			\$0	\$0	\$0	\$0
B-6	Other Hardware (Please specify in Footnotes Section below)			\$0	\$0	\$0	\$0
C. Software							
D. External Service Provider(s)							
D-1	Southwood Shared Resource Center (indicate # of Board votes)			\$0	\$0	\$0	\$0
D-2	Northwood Shared Resource Center (indicate # of Board votes)	0		\$0	\$0	\$0	\$0
D-3	Northwest Regional Data Center (indicate # of Board votes)	0		\$0	\$0	\$0	\$0
D-4	Other Data Center External Service Provider (specify in Footnotes below)			\$0	\$0	\$0	\$0
E. Plant & Facility							
E-1	Agency Data Center (indicate total square feet)		0	\$0	\$0	\$0	\$0
E-2	Computing Facilities (indicate total square feet)		0	\$0	\$0	\$0	\$0
E-3	Office Space (indicate total square feet)		0	\$0	\$0	\$0	\$0
E-4	Backup Generator, Power Distribution Units, UPS, etc. (indicate capacity in KW)		0	\$0	\$0	\$0	\$0
E-5	Utilities (e.g., electricity and water) (estimated total annual KWH)		0	\$0	\$0	\$0	\$0
E-6	Environmentals (e.g., HVAC, fire control, and physical security)			\$0	\$0	\$0	\$0
E-7	Other (please specify in Footnotes Section below)			\$0	\$0	\$0	\$0
F. Other (Please describe in Footnotes Section below)				\$0	\$0	\$0	\$0
G. Total for IT Service				\$0	\$0	\$0	\$0
H. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
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Strategic IT Service: 911 Financial Management Services

Dept/Agency: **Department of Management Services**

Form: Schedule IV-C -Combined v.2011-12

Prepared by: **Joe Wright / Brenda Jackson**

Phone: **413-9169 / 410-0803**

of Assets & Resources
apportioned to this IT Service

A	Estimated IT Service Costs		D
	B	C	
Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	Estimated FY 2011-12 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	Planned Increase/Decrease Use of Recurring Base Funding

Service Provisioning -- Assets & Resources (Cost Elements)

Footnote Number

Number used for this service

Number w/ costs in FY 2011-12

	Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
A. Personnel		0.07		\$12,501	\$5,391	\$5,391	\$0
A-1.1 State FTE		0.07		\$12,501	\$5,391	\$5,391	\$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		0	0	\$0	\$0	\$0	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software				\$0	\$0	\$0	\$0
D. External Service Provider(s)	1	0	0	\$72,695	\$4,200	\$4,200	\$0
E. Other (Please describe in Footnotes Section below)				\$0	\$0	\$0	\$0
F. Total for IT Service				\$85,196	\$9,591	\$9,591	\$0

G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.	
1	Paul Consulting
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Strategic IT Service: Accessibility Compliance Assistance Services							
Dept/Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803				Form: Schedule IV-C -Combined v.2011-12			
Service Provisioning -- Assets & Resources <small>(Cost Elements)</small>	Footnote Number	# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs			
		Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	C Estimated FY 2011-12 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		0.05		\$5,343	\$2,748	\$2,748	\$0
A-1.1 State FTE		0.05		\$5,343	\$2,748	\$2,748	\$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		0	0	\$0	\$0	\$0	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software	1			\$5,567	\$5,567	\$5,567	\$0
D. External Service Provider(s)		0	0	\$0	\$0	\$0	\$0
E. Other <small>(Please describe in Footnotes Section below)</small>				\$0	\$0	\$0	\$0
F. Total for IT Service				\$10,910	\$8,314	\$8,314	\$0
G. Footnotes - <small>Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.</small>							
1	HiSoft Accessibility software						
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Strategic IT Service: Aircraft Flight Scheduling and Billing Service								
Dept/Agency: Department of Management Services				Form: Schedule IV-C -Combined v.2011-12				
Prepared by: Joe Wright / Brenda Jackson				# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs		
Phone: 413-9169 / 410-0803						A	B	C
Service Provisioning -- Assets & Resources	(Cost Elements)	Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	Estimated FY 2011-12 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			0.00		\$0	\$0	\$0	\$0
A-1.1	State FTE		0.00		\$0	\$0	\$0	\$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			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software			1		\$2,000	\$2,350	\$2,350	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$2,000	\$2,350	\$2,350	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	BART software							
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Strategic IT Service: Employee Benefit Management Service								
Dept/Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803				Form: Schedule IV-C -Combined v.2011-12				
Service Provisioning -- Assets & Resources	(Cost Elements)	Footnote Number	# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs			
			Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			0.31		\$14,647	\$19,735	\$19,735	\$0
A-1.1	State FTE		0.31		\$14,647	\$19,735	\$19,735	\$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			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			1	0	\$46,463	\$65,281	\$65,281	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$61,110	\$85,016	\$85,016	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	Mercer and SSRC Charges							
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Strategic IT Service: Customer Relationship Management & Performance Monitoring Service							
Dept/Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803				Form: Schedule IV-C -Combined v.2011-12			
Service Provisioning -- Assets & Resources <small>(Cost Elements)</small>	Footnote Number	# of Assets & Resources apportioned to this IT Service		A Initial Estimate for Fiscal Year 2010-11	Estimated IT Service Costs		
		Number used for this service	Number w/ costs in FY 2011-12		B Estimated FY 2010-11 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	C Estimated FY 2011-12 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		0.12		\$10,715	\$10,715	\$10,715	\$0
A-1.1 State FTE		0.12		\$10,715	\$10,715	\$10,715	\$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		0	0	\$0	\$0	\$0	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software				\$0	\$0	\$0	\$0
D. External Service Provider(s)	1	0	0	\$10,303	\$15,039	\$15,039	\$0
E. Other <small>(Please describe in Footnotes Section below)</small>				\$0	\$0	\$0	\$0
F. Total for IT Service				\$21,018	\$25,754	\$25,754	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	SSRC charges						
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Strategic IT Service: Federal Property Acquisition & Distribution Tracking Service									
Dept/Agency: Department of Management Services			Form: Schedule IV-C -Combined v.2011-12						
Prepared by: Joe Wright / Brenda Jackson			# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 413-9169 / 410-0803					A	B	C	D	
Service Provisioning -- Assets & Resources (Cost Elements)			Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	Estimated FY 2011-12 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel				0.00		\$0	\$0	\$0	\$0
A-1.1	State FTE			0.00		\$0	\$0	\$0	\$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				0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe			0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe			0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support					\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)					\$0	\$0	\$0	\$0
C. Software						\$0	\$0	\$0	\$0
D. External Service Provider(s)			1	0	0	\$8,365	\$8,365	\$8,365	\$0
E. Other (Please describe in Footnotes Section below)						\$0	\$0	\$0	\$0
F. Total for IT Service						\$8,365	\$8,365	\$8,365	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.									
1	Hosted Service								
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Strategic IT Service: Statewide Procurement Service							
Dept/Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803				Form: Schedule IV-C -Combined v.2011-12			
Service Provisioning -- Assets & Resources <small>(Cost Elements)</small>	Footnote Number	# of Assets & Resources apportioned to this IT Service		A Initial Estimate for Fiscal Year 2010-11	Estimated IT Service Costs		
		Number used for this service	Number w/ costs in FY 2011-12		B Estimated FY 2010-11 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	C Estimated FY 2011-12 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		1.20		\$202,418	\$80,907	\$80,907	\$0
A-1.1 State FTE		1.20		\$202,418	\$80,907	\$80,907	\$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		0	0	\$0	\$0	\$0	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software				\$0	\$0	\$0	\$0
D. External Service Provider(s)	1	0	0	\$15,234,318	\$15,207,015	\$15,207,015	\$0
E. Other <small>(Please describe in Footnotes Section below)</small>				\$0	\$0	\$0	\$0
F. Total for IT Service				\$15,436,736	\$15,287,922	\$15,287,922	\$0
G. Footnotes - <small>Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.</small>							
1	Primarily SSRC and Accenture charges						
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Strategic IT Service: Myflorida Website Hosting & Maintenance Service								
Dept/Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803				Form: Schedule IV-C -Combined v.2011-12				
Service Provisioning -- Assets & Resources	(Cost Elements)	Footnote Number	# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs			
			Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			0.75		\$103,040	\$44,106	\$44,106	\$0
A-1.1	State FTE		0.70		\$103,040	\$38,466	\$38,466	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.05		\$0	\$5,640	\$5,640	\$0
B. Hardware			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			1	0	\$106,599	\$101,583	\$101,583	\$0
E. Other (Please describe in Footnotes Section below)					\$0		\$1	\$1
F. Total for IT Service					\$209,639	\$145,689	\$145,690	\$1
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	Of this, RightNow Technologies (Get Answers) is 80,000. Rest is SSRC charges.							
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Strategic IT Service:		On-Line Human Resource Management Service			Form: Schedule IV-C -Combined v.2011-12			
Dept/Agency: Department of Management Services								
Prepared by: Joe Wright / Brenda Jackson								
Phone: 413-9169 / 410-0803								
Service Provisioning -- Assets & Resources (Cost Elements)	Footnote Number	# of Assets & Resources apportioned to this IT Service		A Initial Estimate for Fiscal Year 2010-11	Estimated IT Service Costs			D Planned Increase/Decrease Use of Recurring Base Funding
		Number used for this service	Number w/ costs in FY 2011-12		B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)		
A. Personnel		0.00		\$0	\$0	\$0	\$0	
A-1.1 State FTE		0.00		\$0	\$0	\$0	\$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		0	0	\$0	\$0	\$0	\$0	
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0	
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0	
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0	
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0	
C. Software				\$0	\$1,338	\$1,338	\$0	
D. External Service Provider(s)	1	0	0	\$44,153,424	\$39,911,852	\$38,203,518	-\$1,708,334	
E. Other (Please describe in Footnotes Section below)				\$0	\$0	\$0	\$0	
F. Total for IT Service				\$44,153,424	\$39,913,190	\$38,204,856	-\$1,708,334	
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
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Strategic IT Service: On-Line Position Classification Web Hosting & Maintenance Service							
Dept/Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803				Form: Schedule IV-C -Combined v.2011-12			
Service Provisioning -- Assets & Resources <small>(Cost Elements)</small>	Footnote Number	# of Assets & Resources apportioned to this IT Service		A Initial Estimate for Fiscal Year 2010-11	Estimated IT Service Costs		
		Number used for this service	Number w/ costs in FY 2011-12		B Estimated FY 2010-11 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	C Estimated FY 2011-12 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		0.06		\$10,715	\$5,997	\$5,997	\$0
A-1.1 State FTE		0.06		\$10,715	\$5,997	\$5,997	\$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		0	0	\$0	\$0	\$0	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software				\$0	\$0	\$0	\$0
D. External Service Provider(s)	1	0	0	\$3,434	\$1,686	\$1,686	\$0
E. Other <small>(Please describe in Footnotes Section below)</small>				\$0	\$0	\$0	\$0
F. Total for IT Service				\$14,149	\$7,682	\$7,682	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	SSRC Charges						
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Strategic IT Service: On-Line Statewide Phone Directory Service							
Dept/Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803				Form: Schedule IV-C -Combined v.2011-12			
Service Provisioning -- Assets & Resources <small>(Cost Elements)</small>	Footnote Number	# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs			
		Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	C Estimated FY 2011-12 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		0.06		\$10,715	\$5,931	\$5,931	\$0
A-1.1 State FTE		0.06		\$10,715	\$5,931	\$5,931	\$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		0	0	\$0	\$0	\$0	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software				\$0	\$0	\$0	\$0
D. External Service Provider(s)	1	0	0	\$36,678	\$40,670	\$40,670	\$0
E. Other <small>(Please describe in Footnotes Section below)</small>				\$0	\$0	\$0	\$0
F. Total for IT Service				\$47,393	\$46,601	\$46,601	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	SSRC Charges						
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Strategic IT Service: Private Prison Contract Performance Monitoring Service							
Dept/Agency: Department of Management Services		Form: Schedule IV-C -Combined v.2011-12					
Prepared by: Joe Wright / Brenda Jackson		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs			
Phone: 413-9169 / 410-0803				A	B	C	D
Service Provisioning -- Assets & Resources <small>(Cost Elements)</small>	Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	Estimated FY 2011-12 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		0.22		\$18,005	\$21,143	\$21,143	\$0
A-1.1 State FTE		0.12		\$18,005	\$9,863	\$9,863	\$0
A-2.1 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1 Contractor Positions (Staff Augmentation)		0.10		\$0	\$11,280	\$11,280	\$0
B. Hardware		0	0	\$0	\$0	\$0	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software				\$0	\$0	\$0	\$0
D. External Service Provider(s)		0	0	\$1,505	\$2,529	\$2,529	\$0
E. Other <small>(Please describe in Footnotes Section below)</small>				\$0			\$0
F. Total for IT Service				\$19,510	\$23,671	\$23,671	\$0
G. Footnotes - <small>Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.</small>							
1	SSRC charges						
2							
3							
4							
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6							
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12							
13							
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Strategic IT Service: Real Estate Property Asset Tracking & Maintenance Service							
Dept/Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803				Form: Schedule IV-C -Combined v.2011-12			
Service Provisioning -- Assets & Resources <small>(Cost Elements)</small>	Footnote Number	# of Assets & Resources apportioned to this IT Service		A Initial Estimate for Fiscal Year 2010-11	Estimated IT Service Costs		
		Number used for this service	Number w/ costs in FY 2011-12		B Estimated FY 2010-11 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	C Estimated FY 2011-12 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		1.72		\$105,476	\$160,746	\$160,746	\$0
A-1.1 State FTE		1.47		\$105,476	\$132,546	\$132,546	\$0
A-2.1 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1 Contractor Positions (Staff Augmentation)		0.25		\$0	\$28,200	\$28,200	\$0
B. Hardware		8	0	\$0	\$0	\$0	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		8	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software	1			\$0	\$24,233	\$24,233	\$0
D. External Service Provider(s)	1	0	0	\$354,772	\$121,521	\$121,521	\$0
E. Other <small>(Please describe in Footnotes Section below)</small>				\$0			\$0
F. Total for IT Service				\$460,248	\$306,499	\$306,499	\$0
G. Footnotes - <small>Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.</small>							
1	Development software; Security system software upgrade.						
2	Primarily SSRC charges. Some on-line subscription charges.						
3							
4							
5							
6							
7							
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9							
10							
11							
12							
13							
14							
15							

Strategic IT Service: Retirement Benefits Processing Service							
Dept/Agency: Department of Management Services Prepared by: Joe Wright / Brenda Jackson Phone: 413-9169 / 410-0803				Form: Schedule IV-C -Combined v.2011-12			
Service Provisioning -- Assets & Resources (Cost Elements)	Footnote Number	# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs			
		Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		0.10		\$0	\$0	\$0	\$0
A-1.1 State FTE		0.10		\$0	\$0	\$0	\$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		14	0	\$90,854	\$105,099	\$12,353	-\$92,746
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe	1	14	0	\$56,000	\$46,000	\$0	-\$46,000
B-3 Server Maintenance & Support	2			\$18,000	\$59,099	\$0	-\$59,099
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$16,854	\$0	\$12,353	\$12,353
C. Software	3			\$242,580	\$276,213	\$215,632	-\$60,581
D. External Service Provider(s)	4	2	0	\$2,208,640	\$2,197,211	\$2,382,801	\$185,590
E. Other (Please describe in Footnotes Section below)				\$0	\$0	\$0	\$0
F. Total for IT Service				\$2,542,074	\$2,578,523	\$2,610,786	\$32,263
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	Anticipated Server Replacement in FY11-12 will be by SSRC in STS arrangement						
2	Anticipated Maintenance for Server & SAN costs will be by SSRC in STS arrangement						
3	Various Software Maintenance(Oracle, Global 360 & Others)						
4	Deloitte & SSRC charges						
5							
6							
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Strategic IT Service: State Fleet Tracking & Management Service							
Dept/Agency: Department of Management Services				Form: Schedule IV-C -Combined v.2011-12			
Prepared by: Joe Wright / Brenda Jackson							
Phone: 413-9169 / 410-0803							
Service Provisioning -- Assets & Resources (Cost Elements)	Footnote Number	# of Assets & Resources apportioned to this IT Service		A Initial Estimate for Fiscal Year 2010-11	Estimated IT Service Costs		
		Number used for this service	Number w/ costs in FY 2011-12		B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		2.34		\$104,604	\$216,632	\$216,632	\$0
A-1.1 State FTE		1.74		\$104,604	\$148,952	\$148,952	\$0
A-2.1 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1 Contractor Positions (Staff Augmentation)		0.60		\$0	\$67,680	\$67,680	\$0
B. Hardware		0	0	\$0	\$0	\$0	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software				\$0	\$0	\$0	\$0
D. External Service Provider(s)	1	0	0	\$310,316	\$310,951	\$310,951	\$0
E. Other (Please describe in Footnotes Section below)				\$0			\$0
F. Total for IT Service				\$414,920	\$527,583	\$527,583	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	SSRC Charges are \$309,466.						
2							
3							
4							
5							
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Strategic IT Service: Telecommunications Ordering, Inventory, Billing & Collection, and Vendor Payment Service							
Dept/Agency: Department of Management Services		Form: Schedule IV-C -Combined v.2011-12					
Prepared by: Joe Wright / Brenda Jackson		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs			
Phone: 413-9169 / 410-0803				A	B	C	D
Service Provisioning -- Assets & Resources <small>(Cost Elements)</small>	Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	Estimated FY 2011-12 Allocation of Recurring Base Budget <small>(based on Column G64 minus G65)</small>	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		11.10		\$1,446,293	\$1,624,378	\$1,624,378	\$0
A-1.1 State FTE		2.40		\$154,447	\$207,610	\$207,610	\$0
A-2.1 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1 Contractor Positions (Staff Augmentation)	1	8.70		\$1,291,846	\$1,416,768	\$1,416,768	\$0
B. Hardware		0	0	\$0	\$0	\$0	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software				\$4,097	\$9,178	\$9,178	\$0
D. External Service Provider(s)	2	0	0	\$607,425	\$614,372	\$614,372	\$0
E. Other <small>(Please describe in Footnotes Section below)</small>				\$0			\$0
F. Total for IT Service				\$2,057,815	\$2,247,928	\$2,247,928	\$0
G. Footnotes - <small>Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.</small>							
1	Staff Aug arrangement with 6 vendors for software development.						
2	All SSRC charges						
3							
4							
5							
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Combined v.2011-12 Agency: Department of Management Services				Strategic Services																		
Budget Entity Name	BE Code	Program Component Code	Program Component Name	Identified Funding as % of Total Cost of Service		9.1.1 Financial Management Services	Accessibility Compliance Assistance Services	Aircraft Flight Scheduling and Billing Service	Employee Benefit Management Service	Customer Relationship Management & Performance Monitoring Service	Federal Property Acquisition & Distribution Tracking Service	Statewide Procurement Service	MyFlorida Website Hosting & Maintenance Service	On-Line Human Resource Management Service	On-Line Position Classification Web Hosting & Maintenance Service	On-Line Statewide Phone Directory Service	Private Prison Contract Performance Monitoring Service	Real Estate Property Asset Tracking & Maintenance Service	Retirement Benefits Processing Service	State Fleet Tracking & Management Service	Telecommunications Ordering, Inventory, Billing & Collection, and Vendor Payment Service	
				Costs within BE	Funding Identified for IT Service	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
1 Executive Direction & Support Svcs	72010100	1602000000	Executive Leadership & Support Svcs	\$535,488	\$5,391	\$8,314	\$2,350	\$85,016	\$25,754	\$8,365	\$15,287,922	\$145,689	\$38,204,856	\$7,682	\$46,601	\$23,671	\$306,499	\$2,610,786	\$527,583	\$2,247,928		
2 Facilities Management	72400100	1601000000	Governmental Operations	\$242,660														\$242,660				
3 Building Construction	72400200	1601000000	Governmental Operations	\$0																		
4 Aircraft Management	72600100	1601000000	Governmental Operations	\$2,350			\$2,350															
5 Federal Property Assistance	72600200	1601000000	Governmental Operations	\$8,365						\$8,365												
6 Motor Veh & Watercraft Mgt	72600300	1601000000	Governmental Operations	\$359,755																\$359,755		
7 Purchasing Oversight	72600400	1601000000	Governmental Operations	\$15,190,623							\$15,190,623											
8 Private Prison Monitoring	72600400	1601000000	Governmental Operations	\$2,529												\$2,529						
9 Office of Supplier Diversity	72600500	1601000000	Governmental Operations	\$16,392							\$16,392											
10 Human Resource Mgt	72750100	1601000000	Governmental Operations	\$38,221,580					\$15,039				\$38,204,856	\$1,686								
11 Insurance Benefits Admin	72750200	1601000000	Governmental Operations	\$65,281				\$65,281														
12 Retirement Benefits Admin	72750300	1601000000	Governmental Operations	\$2,610,786														\$2,610,786				
13 Telecommunications Services	72900100	1603000000	Technology Program	\$2,254,368	\$4,200										\$40,670					\$2,209,498		
14 Wireless Services	72900200	1603000000	Technology Program	\$38,431																\$38,431		
15				\$0																		
16				\$0																		
17				\$0																		
18				\$0																		
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27				\$0																		
28				\$0																		
29				\$0																		
30				\$0																		
Sum of IT Cost Elements Across IT Services				8.40																		
IT Cost Element Data as entered on IT Service Worksheets	Personnel	<i>State FTE (#)</i>		8.40	0.07	0.05	0.00	0.31	0.12	0.00	1.20	0.70	0.00	0.06	0.06	0.12	1.47	0.10	1.74	2.40		
		<i>State FTE (Costs)</i>		\$668,860	\$5,391	\$2,748	\$0	\$19,735	\$10,715	\$0	\$80,907	\$38,466	\$0	\$5,997	\$5,931	\$9,863	\$132,546	\$0	\$148,952	\$207,610		
		<i>OPS FTE (#)</i>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
		<i>OPS FTE (Costs)</i>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
		<i>Vendor/Staff Augmentation (# Positions)</i>		9.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.05	0.00	0.00	0.00	0.10	0.25	0.00	0.60	8.70	
		<i>Vendor/Staff Augmentation (Costs)</i>		\$1,529,568	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,640	\$0	\$0	\$0	\$0	\$11,280	\$28,200	\$0	\$67,680	\$1,416,768	
		Hardware		\$12,353	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,353	\$0	
		Software		\$258,297	\$0	\$5,567	\$2,350	\$0	\$0	\$0	\$0	\$0	\$0	\$1,338	\$0	\$0	\$0	\$0	\$24,233	\$215,632	\$0	\$9,178
		External Services		\$97,079,530	\$4,200	\$0	\$0	\$65,281	\$15,039	\$8,365	\$15,207,015	\$101,583	\$38,203,518	\$1,686	\$40,670	\$2,529	\$121,521	\$2,382,801	\$310,951	\$614,372		
		Other		\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Totals of Costs				\$59,548,609	\$9,591	\$8,314	\$2,350	\$85,016	\$25,754	\$8,365	\$15,287,922	\$145,690	\$38,204,856	\$7,682	\$46,601	\$23,671	\$306,499	\$2,610,786	\$527,583	\$2,247,928		
Totals of FTE				18.10	0.07	0.05	0.00	0.31	0.12	0.00	1.20	0.70	0.00	0.06	0.06	0.12	1.72	0.10	2.34	11.10		

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

IT Service Costs Worksheet: Total Agency Operational Costs

FY 2011-12

	Currently Authorized Positions		OPS FTE	OPS FTE Cost	Contracted Services FTE	Contracted Services FTE Cost	Total Personnel	Total Personnel Cost	Servers - Mainframe	Servers - Non-Mainframe	Hardware	Software	External Service Provider	Other	TOTAL	
	State FTE	State FTE Cost														
Non-Strategic IT Services																
IV-C Service																
Network	1.00	\$ 86,406	0.00	\$ -	0.00	\$ -	1.00	\$ 86,406			23	\$ 97,446	\$ 15,267	\$ 823,019	\$ -	\$ 1,022,138
Email, Messaging, @ Calendaring	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -			0	\$ -	\$ -	\$ 185,592	\$ -	\$ 185,592
Desktop Computing	1.00	\$ 62,322	1.00	\$ 31,975	0.00	\$ -	2.00	\$ 94,297			1	\$ 148,915	\$ 103,263	\$ 100,760	\$ -	\$ 447,235
Help Desk	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -			1	\$ -	\$ 3,296	\$ 206,150	\$ -	\$ 209,446
IT Security/Risk Mitigation	1.35	\$ 127,945	0.00	\$ -	0.00	\$ -	1.35	\$ 127,945			1	\$ -	\$ 23,096	\$ 687,595	\$ 500	\$ 839,136
Financial and Administrative Systems Support	1.30	\$ 71,736	0.00	\$ -	0.00	\$ -	1.30	\$ 71,736			0	\$ -	\$ 4,854	\$ 135,031	\$ -	\$ 211,621
IT Administration & Management	0.80	\$ 99,951	0.00	\$ -	0.00	\$ -	0.80	\$ 99,951			0	\$ -	\$ -	\$ 219,570	\$ -	\$ 319,521
Portal/Web Management	1.15	\$ 66,578	0.00	\$ -	0.00	\$ -	1.15	\$ 66,578			0	\$ -	\$ -	\$ 71,424	\$ -	\$ 138,002
Data Center	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total	6.60	\$ 514,938	1.00	\$ 31,975	0.00	\$ -	7.60	\$ 546,913	0.00	26.00	\$ 246,361	\$ 149,776	\$ 2,429,141	\$ 500	\$ 3,372,691	
Data Center Plant & Facility:												\$ -	(included in Data Center total)			

	Currently Authorized Positions		OPS FTE	OPS FTE Cost	Contracted Services FTE	Contracted Services FTE Cost	Total Personnel	Total Personnel Cost	Servers - Mainframe	Servers - Non-Mainframe	Hardware	Software	External Service Provider	Other	TOTAL
	State FTE	State FTE Cost													
Strategic IT Services															
IV-C Service															
911 Financial Management Services	0.07	\$ 5,391	0.00	\$ -	0.00	\$ -	0.07	\$ 5,391	0	0	\$ -	\$ -	\$ 4,200	\$ -	\$ 9,591
Accessibility Compliance Assistance Services	0.05	\$ 2,748	0.00	\$ -	0.00	\$ -	0.05	\$ 2,748	0	0	\$ -	\$ 5,567	\$ -	\$ -	\$ 8,314
Aircraft Flight Scheduling and Billing Service	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0	0	\$ -	\$ 2,350	\$ -	\$ -	\$ 2,350
Employee Benefit Management Service	0.31	\$ 19,735	0.00	\$ -	0.00	\$ -	0.31	\$ 19,735	0	0	\$ -	\$ -	\$ 65,281	\$ -	\$ 85,016
Customer Relationship Management & Performance M	0.12	\$ 10,715	0.00	\$ -	0.00	\$ -	0.12	\$ 10,715	0	0	\$ -	\$ -	\$ 15,039	\$ -	\$ 25,754
Federal Property Acquisition & Distribution Tracking S	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0	0	\$ -	\$ -	\$ 8,365	\$ -	\$ 8,365
Statewide Procurement Service	1.20	\$ 80,907	0.00	\$ -	0.00	\$ -	1.20	\$ 80,907	0	0	\$ -	\$ -	\$ 15,207,015	\$ -	\$ 15,287,922
MyFlorida Website Hosting & Maintenance Service	0.70	\$ 38,466	0.00	\$ -	0.05	\$ 5,640	0.75	\$ 44,106	0	0	\$ -	\$ -	\$ 101,583	\$ 1	\$ 145,690
On-Line Human Resource Management Service	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0	0	\$ -	\$ 1,338	\$ 38,203,518	\$ -	\$ 38,204,856
On-Line Position Classification Web Hosting & Mainte	0.06	\$ 5,997	0.00	\$ -	0.00	\$ -	0.06	\$ 5,997	0	0	\$ -	\$ -	\$ 1,686	\$ -	\$ 7,682
On-Line Statewide Phone Directory Service	0.06	\$ 5,931	0.00	\$ -	0.00	\$ -	0.06	\$ 5,931	0	0	\$ -	\$ -	\$ 40,670	\$ -	\$ 46,601
Private Prison Contract Performance Monitoring Servi	0.12	\$ 9,863	0.00	\$ -	0.10	\$ 11,280	0.22	\$ 21,143	0	0	\$ -	\$ -	\$ 2,529	\$ -	\$ 23,671
Real Estate Property Asset Tracking & Maintenance S	1.47	\$ 132,546	0.00	\$ -	0.25	\$ 28,200	1.72	\$ 160,746	0	8	\$ -	\$ 24,233	\$ 121,521	\$ -	\$ 306,499
Retirement Benefits Processing Service	0.10	\$ -	0.00	\$ -	0.00	\$ -	0.10	\$ -	0	14	\$ 12,353	\$ 215,632	\$ 2,382,801	\$ -	\$ 2,610,786
State Fleet Tracking & Management Service	1.74	\$ 148,952	0.00	\$ -	0.60	\$ 67,680	2.34	\$ 216,632	0	0	\$ -	\$ -	\$ 310,951	\$ -	\$ 527,583
Telecommunications Ordering, Inventory, Billing & Co	2.40	\$ 207,610	0.00	\$ -	8.70	\$ 1,416,768	11.10	\$ 1,624,378	0	0	\$ -	\$ 9,178	\$ 614,372	\$ -	\$ 2,247,928
Total	8.40	\$ 668,860	0.00	\$ -	9.70	\$ 1,529,568	18.10	\$ 2,198,428	0.00	22.00	\$ 12,353	\$ 258,297	\$ 57,079,530	\$ 1	\$ 59,548,609

	Currently Authorized Positions		OPS FTE	OPS FTE Cost	Contracted Services FTE	Contracted Services FTE Cost	Total Personnel	Total Personnel Cost	Servers - Mainframe	Servers - Non-Mainframe	Hardware	Software	External Service Provider	Other	TOTAL
	State FTE	State FTE Cost													
TOTALS															
All Schedule IV-C Services															
Non-Strategic IT Services	6.60	\$ 514,938	1.00	\$ 31,975	0.00	\$ -	7.60	\$ 546,913	0	26	\$ 246,361	\$ 149,776	\$ 2,429,141	\$ 500	\$ 3,372,691
Strategic IT Services	8.40	\$ 668,860	0.00	\$ -	9.70	\$ 1,529,568	18.10	\$ 2,198,428	0	22	\$ 12,353	\$ 258,297	\$ 57,079,530	\$ 1	\$ 59,548,609
Total	8.40	\$ 668,860	0.00	\$ -	9.70	\$ 1,529,568	25.70	\$ 2,745,341	0.00	48.00	\$ 258,714	\$ 408,073	\$ 59,508,671	\$ 501	\$ 62,921,300

	Currently Authorized Positions		% External Service Provider	% Other	% of Total Reported IT Cost
	% IT Positions	% Hardware			
All Schedule IV-C Services					
Non-Strategic IT Services	16.22%	7.30%	4.44%	72.02%	5.36%
Strategic IT Services	3.69%	0.02%	0.43%	95.85%	94.64%
% of Total Reported IT Cost	4.363%	0.411%	0.649%	94.576%	0.001%

Data Center Summary	Total	Total Utilized
Total Data Center Personnel		0.00
Total Servers from All IT Services - Mainframe		0
Total Servers from All IT Services - Non-Mainframe		48
Agency Data Center (TOTAL SQUARE FEET)	0	0
Computing Facilities (TOTAL SQUARE FEET)	0	0
Office Space (TOTAL SQUARE FEET)	0	0
Backup Generator, Power Distribution Units, UPS, etc. (CAPACITY IN KW)	0	
Utilities-Electricity (ESTIMATED TOTAL ANNUAL KWH)	0	

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Network Service

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

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	Dell Intel Servers with Windows 2003 and Windows 2008 operating systems	8	Ricoh, Oce Multifunction Printers
2	Cisco Switches, Router and Firewalls	9	Dell/EMC Fiber Optic Switches
3	Dell/EMC SAN	10	Dell/EMC Navisphere SAN Management Software
4	Dell Workstations with Windows XP	11	Embarq Metropolitan Area Network (MAN)
5	Southwood Shared Resource Center	12	MyFloridaNet
6	Windows Terminal Server for Remote Access	13	Windows SCCM and WSUS
7	Trend Micro and Sophos Virus Protection	14	

1. IT Service Definition

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

- Central IT staff
- Program staff
- Another State agency
- 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

1.4. Please identify the number of users of the Network Service. 712

1.5. How many locations currently host IT assets and resources used to provide LAN services? 2

1.6. How many locations currently use WAN services? 48

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

IT Service Requirements Worksheet: Network Service

- | | | |
|-------------------------------------|---|--|
| <input type="checkbox"/> ATM | <input checked="" type="checkbox"/> Frame Relay | <input type="checkbox"/> Cellular Network |
| <input type="checkbox"/> SUNCOM RTS | <input checked="" type="checkbox"/> Internet | <input checked="" type="checkbox"/> Dedicated Wired connection |
| <input type="checkbox"/> Radio | <input type="checkbox"/> Satellite | <input checked="" type="checkbox"/> Dial-up connection |
| <input type="checkbox"/> Other | | |

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) 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?

WAN services are being provided through the Embarq/MyFloridaNet. LAN services are being provided by Deloitte, Suncom, and DMS IT. DMS must approve the IT Service provider.

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:

See attached Service Level Agreement with Deloitte. Services provided by DMS Staff have informal agreements. Expectation is 99.99% availability, with most service requests for LAN changes being accomplished in 24 hours.

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:

Embarq/MyFloridaNet through CSA requests.

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 WAN:
Determined by External Service Provider; LAN: 1801-2359, 0000-0659 M-F, all day Sa, Su

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*)? 15 minutes

IT Service Requirements Worksheet: Network Service

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

Customer service to over 800,000 active FRS Members, 300,000 Retirees, 800 participating Employers, and 300 other vendors would be unavailable. Facilities would have no ability to manage environmental and fire controls of State Buildings. Vendors and purchasers would not be able to access MyFloridaMarketPlace.

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)*

Bandwidth to other state buildings is generally T1 speeds. LAN 100 mbps and WAN 100 mbps are necessary to Winewood and CCOC locations.

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 internal network only
- Other _____
- Access through Internet or external network
- Access through Internet with secure encryption

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:

State IT audit suggests secure FTP/HTTP transmission between DMS and external contacts. If this is not used, encryption of files is necessary prior to transmission.

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:

Monthly Management Status Report from Deloitte to Division for Retirement.

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)*

IT Service Requirements Worksheet: Network Service

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 2009-10. 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.).

Suncom Circuits are billed directly to DMS divisions, and paid out of their trust funds. Network services provided by BearingPoint are paid from the FRS trust fund. Other network services and costs are paid out of Administration and recovered thru admin fees.

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: E-Mail, Messaging, and Calendaring Service

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer**
 Phone: **(850) 413-9169**
 Date submitted: **October 15, 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	MS Outlook Client - DMS	5	SSRC - Outlook Web Access Server
2	Southwood Shared Resource Center (SSRC) MS Exchange Server	6	SSRC - EMC Extender Archive Software
3	SSRC - Windows 2003 Server	7	
4	SSRC - BlackBerry Enterprise Server	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. 712

1.4. How many locations currently host IT assets and resources used to provide e-mail, messaging, and calendaring services? 1

2. Service Unique to Agency

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

A lower cost service identified. If email domain changes (dms.myflorida.com), transition plan would need to be developed.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: E-Mail, Messaging, and Calendaring Service

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

[Empty text box]

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:

Email, Blackberry, and Web Access must be available 99.99% of the time.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0600-2100 M-F, 24/7): 24/7 365

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)? 5 min

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

Customer service to ALL agency employees and customers (including users of MFMP and PeopleFirst, and FRS members) would be hindered.

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

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

[Empty text box]

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 Access thru Blackberry and other PDAs

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:

[Empty text box]

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:

[Empty text box]

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

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: E-Mail, Messaging, and Calendaring Service

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 2008-09. 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.).

Each Division is billed individually for their email accounts, and pay out of their respective Trust Funds. Administration email costs are recovered in the Admin fee.

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Desktop Computing Service

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

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 Desktops/Flat Panel monitors	6	MS Enterprise Agreement including MS Office Professional
2	Dell Laptops	7	Sophos Anti-Virus
3	Windows XP Operating System	8	Trend Micro Anti-Virus
4	Dell and HP desktop printers	9	PC Imaging (WDS, RIS, and Ghost)
5	WSUS and SCCM for Patch Mgmt		

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. 712

1.4. How many locations currently use desktop computing services? 3 primary

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?

Implement a transition plan with the IT service provider; new provider must adhere to current service levels.

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

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:

SLA is in place with Deloitte for Retirement Division - Monitor size must be at least 19" and support 1152 X 864 screen resolutions for the IRIS application; preferred CPU speed is at least 2.0 GHz. No specific service levels have been documented with other Divisions as DMS central resources provide Desktop Support services.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0800-1600 M-F, 24/7*) 0700-1700
 M-F, but after hours support is available

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

DMS employees would not be able to access mission-critical applications, productivity tools, or email. Customer service to all State employees served by DMS, and all external customers served, would be greatly impacted as desktop computing resources falter.

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 Access through Internet with secure encryption
- Other

Remote Desktop Connection/Terminal Services

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:

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:

IT Service Requirements Worksheet: Desktop Computing Service

DMS Hardware inventory is reconciled annually

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 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

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 2008-09. 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.).

FRS Operating Trust Fund is the funding source for Retirements costs for Desktop Support services from Deloitte. Other divisions use desktop support services provided by central IT staff. These costs are paid by Administration, and recovered through the Admin fee.

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Helpdesk Service

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

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:			
<i>Retirement:</i>			
1	BMC Remedy Magic Service Desk Express (Magic SDE)	5	MS Internet Information Services (IIS)
2	VMWare Virtual Server	6	MS Internet Explorer (IE)
3	Windows 2003 Server	7	
4	MS SQL Server	8	
<i>DMS – non-Retirement:</i>			
1	CRM Desk Hosted Solution with PATLive call takers for internal helpdesk	5	
2		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. 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.

712 internal

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 Web
- On-line interactive
- Face-to-face

IT Service Requirements Worksheet: Helpdesk Service

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	X

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?

Service Level requirements would need to be validated to ensure that another IT service provider could provide a similar Help Desk solution.

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:

Service Levels are in place with Deloitte (for Retirement). Service requirements include turnaround time on response and on resolution.

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)** 24/7 365 –
Which includes after hours contact for emergencies.

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

Reporting, tracking, and resolving IT-related issues would be chaotic, and would result in a poor performance in providing customer service.

3.2.3. What is the average monthly volume of calls/cases/tickets? 425 Ret,
357 Internal DMS.

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

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

See attached Service Level Agreement between Deloitte and DMS/Division of Retirement

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
- 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:

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:

Monthly Status reports from Deloitte to Retirement management. Open and closed ticket reports provided to CIO for internal DMS tickets.

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 2008-09. 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.).

FRS Operating Trust Fund is the funding source for costs for Retirement and Deloitte. Administration pays DMS HelpDesk charges, and recovers through the Admin Fee.

5.2. Other comments

IT Service Requirements Worksheet: Helpdesk Service

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Security/Risk Mitigation Service

Dept/Agency: **Department of Management Services**
Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
Phone: **(850) 413-9169; (850) 410-0803**
Date submitted: **October 15, 2010**

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.

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

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) 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?

Service level requirements would have to be validated in order to ensure that other IT service provider(s) could support DMS risk assessment, security and disaster recovery processes.

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:

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Security/Risk Mitigation Service

Deloitte must perform quarterly risk assessments of IT environment; Accenture, Convergys, and Deloitte must perform successful disaster recovery tests annually; Data Backups must be successfully performed daily.

3.2. Timing and Service Delivery Requirements

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

3.2.2. In the event of an emergency, how quickly must essential services be restored to maintain the agency's continuity of operations? 1 week

3.2.3. How frequently must the IT disaster recovery plan be tested? 2 times per year

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*)? 15 minutes

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

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

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

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

VPN client software, Keyfob (ADT)

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:

Sensitive personnel data must be protected in accordance with State and Federal laws.

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:

Results from disaster recovery testing are submitted to DMS management; results from quarterly risk assessment performed by Deloitte Help desk staff are also reported.

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 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Security/Risk Mitigation Service

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 2008-09. 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.).

Disaster Recovery costs are paid directly from the Trust Funds FRS, HR PeopleFirst, and State Purchasing. Other costs for COOP management information security oversight are paid from Administration, recovered through the Admin fee.

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
**IT Service Requirements Worksheet: Agency Financial and
 Administrative Systems Support Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Agency Financial and Administrative Systems Support Service

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	Oracle Financials Software Package	5	
2		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. 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. 50

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?

Coordination with all affected bureaus and sections would need to occur

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

IT Service Requirements Worksheet: Agency Financial and Administrative Systems Support Service

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:

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
- 3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 1800-0600

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)*? 7 days

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

Billing information and payment information would not be processed and recorded.

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

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

Financial systems are customized to take daily usage feeds from various division services for the purposes of creating accounts receivables, and rolling up this info to feed FLAIR.

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:

Sensitive personal data must be protected in accordance with State statutes.

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:

**IT Service Requirements Worksheet: Agency Financial and
Administrative Systems Support Service**

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, 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 2008-09. 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.).

The costs are budgeted in Administration. Costs are recovered thru the admin fee to the divisions.

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Administration and Management Service

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

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	Gartner Research Subscription	5	
2		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? 2

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?

Only for the Deloitte and IT Monitor aspect with Retirement

2.1.2. 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:

Covered in the contract with Deloitte and the IT Monitor for the Deloitte Contract. No documented requirements for CIO.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Administration and Management Service

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: 0700 –
1700 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., 5 min, 15 min, 60 min*)? N/A

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:

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

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

IT Services contract between Deloitte and Division of Retirement/DMS is monitored by a third party.

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 division management staff meetings and monthly status report from Deloitte to Retirement management. Weekly Executive Staff meeting that include CIO and reporting of IT activities.

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*)

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 2008-09. 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.).

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Administration and Management Service

FRS Operating Trust Fund funds costs specific to Retirement. CIO and other ancillary costs are paid through admin, and recovered through the Admin fee.

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Portal/Web Management Service

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Portal/Web Management Service

The Portal/Web Management service enables the publishing of the agency's standard, mission-critical information with its employees and the public. 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 this service:			
1	EZ Publish Content Mgmt System (Internet)	5	
2	Microsoft Office SharePoint Server (Intranet)	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. 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. Unknown

1.4. Please identify the number of intranet users of this service. 712

1.5. How many locations currently host IT assets and resources used to provide this service? 2

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?

Identify cost savings, and ensure similar functionality can be provided, including allowing authors of content to make the web content changes.

FY 2011-12 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?

[Empty text box]

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:

Always up and available; content authors (users) can add pages and add/change/delete content without the need for IT resources.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0600-2100 M-F, 24/7): 24/7 365

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)? 10 minutes

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

Agency will be able to conduct business, but employees, other state employees, and external customers will not have access to DMS information typically made available on-line.

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

[Empty text box]

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 Intranet only available on Network. Internet site available to public.

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:

[Empty text box]

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:

[Empty text box]

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

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Portal/Web Management Service

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 2009-10. 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.).

Costs for the DMS Portal/Web environment are paid by Administration, and recovered by the Admin Fee.

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Data Center Service

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Data Center Service

This service provides the centralized operation and management of data center services through (a) data centers and computing facilities as defined in s. 282.0041, F.S., and (b) single logical-server installations. It includes all resources required to perform data center functions identified in s. 282.201(2)(d)1.e., F.S. for agency strategic and non-strategic IT services.

Statutory definitions from s. 282.0041, F.S., are provided here for convenience:

- **"Primary data center"** means a state or non-state agency data center that is a recipient entity for consolidation of non-primary data centers and computing facilities. A primary data center may be authorized in law or designated by the Agency for Enterprise Information Technology pursuant to s. [282.201](#).
- **"Data center"** means agency space containing 10 or more physical or logical servers any of which supports a strategic or nonstrategic information technology service, as described in budget instructions developed pursuant to s. [216.023](#).
- **"Computing facility"** means agency space containing fewer than a total of 10 physical or logical servers, any of which supports a strategic or nonstrategic information technology service, as described in budget instructions developed pursuant to s. [216.023](#), but excluding single, logical-server installations that exclusively perform a utility function such as file and print servers.

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 non-strategic and strategic IT services that are supported (in whole or part) by data center services offered at the following data centers and computing facilities.		
1	Northwood Shared Resource Center	
		Strategic Services <ul style="list-style-type: none"> • All (See SC-2 Sheet) Non-Strategic IT Services <ul style="list-style-type: none"> • All
2	Southwood Shared Resource Center	
3	Northwest Regional Data Center	
4	Agency (non-primary) Data Center	
		Non-Strategic IT Services <ul style="list-style-type: none"> • Network Service
5	Agency Computing Facilities	
6	Other External Data Center(s)	

1. IT Service Definition

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

- | | |
|--|--|
| <input type="checkbox"/> Central IT staff | <input type="checkbox"/> Northwood Shared Resource Center |
| <input type="checkbox"/> Program staff | <input checked="" type="checkbox"/> Southwood Shared Resource Center |
| <input type="checkbox"/> Other state agency (<i>non-primary data center</i>) | <input type="checkbox"/> Northwest Regional Data Center |
| <input checked="" type="checkbox"/> Other External Service Provider (<i>specify</i>) <u>Deloitte</u> | |

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

IT Service Requirements Worksheet: Data Center Service

- External service providers
- Public (please explain in Question 5.3)

1.3. Provide the following information regarding agency data centers included in this service:

1.3.1. Number of agency data center(s) 0

1.3.2. List the major IT application systems¹ hosted at each of these facilities:

Name of Agency Data Center	Major IT Application Systems Supported	External Agency Supported <i>(if applicable)</i>

1.4. Provide the following information regarding agency computing facilities included in this service:

1.4.1. Number of agency computing facilities 2

1.4.2. List the major IT application systems¹ hosted at each of these facilities:

Name of Computing Facility	Major IT Application Systems Supported	External Agency Supported <i>(if applicable)</i>
Division of Retirement Computer Facility	Integrated Retirement Information System (IRIS) – RightFax servers connectivity	
Building 'F' Downtown	Siemen’s Insight Environmental Controls and local active directory domain.	

1.5. Provide the following information regarding single logical-server installations included in this service:

1.5.1. Total number of logical servers not housed in an agency data center, agency computing facility, or primary data center 0

1.5.2. Total number of single logical-server installations 0

1.5.3. List all major IT application systems¹ supported by these servers in 1.5.1 and 1.5.2:

2. Data Center Consolidation

2.1. When are your agency data center and computing facilities scheduled for consolidation into a primary data center? *If not yet scheduled, indicate "Not Available."*

Not Available

2.2. Has your agency specified service level requirements for this IT service in a service level agreement (SLA) executed with a primary data center in compliance with s. 282.203, F.S.?

¹ Any custom developed system, commercially acquired or open-source software product that is included in the definition of a non-strategic or strategic IT service. *Note: Strategic IT Services and their constituent systems are defined in Worksheets SC-1 & SC-2.*

IT Service Requirements Worksheet: Data Center Service

Yes No

2.2.1. If no, please explain the specific issues preventing execution, and describe your plan and schedule for resolving those issues.

No Issues.

2.2.2. If yes, please provide an electronic copy of the executed service level agreement with your Schedule IV-C submission.

3. IT Service Levels Required to Support Business Functions

3.1. Timing and Service Delivery Requirements

3.1.1. Hours/Days that service is required (*e.g., 0600-2400 M-F, 24/7*) 24/7

3.1.2. 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 min

3.1.3. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?
 Yes No

If yes, please specify and describe:

Sensitive personal data must be protected in accordance with State and Federal laws.

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

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

- Restricted system administration rights Secured entrance to facility
- Systems access through internal network only Systems access through secure encryption
- Criminal background check for data center staff Other _____

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 Management Status Report from Deloitte to Division Management for fax servers.

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

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

IT Service Requirements Worksheet: Data Center Service

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system, resource, or process associated with this IT service. *Please indicate the D3-A issue number in the Description for any projects that require funds in a legislative budget request for FY 2011-12.*

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, that is used to provide this service, and describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12

FRS Operating Trust Fund is the funding source for fax servers. Real Estate trust fund of Environmentals.

5.2. Please indicate whether there is a cost recovery or cost allocation plan for this service, and describe any anticipated adjustments or needed changes in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.)

There is no cost recovery or cost allocation plan for support of fax servers for retirement. Costs for supporting environmental control systems are recovered through space rental rates.

5.3. Other pertinent information related to this service

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

Dept/Agency: Department of Management Services
Prepared by: Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst
Phone: (850) 413-9169; (850) 410-0803
Date Completed: October 15, 2010

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
1	Paid Parking System	Custom application that provides maintenance of contracts and space assignments.	Real Estate Management and Development (REDM)	
2	Lease Management System	Custom application for tracking of leases and related information for leases both within DMS pool of facilities and private sector leases.	Real Estate Management and Development (REDM)	
3	State Facilities Inventory System	Custom application for tracking of various state-owned facilities and needed maintenance on these facilities. This covers both DMS facilities and facilities managed by other state agencies.	Real Estate Management and Development (REDM)	
4	Budget Request System	Custom application for tracking building maintenance needs for use in the development of Fixed Capital Outlay Budget Requests for Real Estate development and maintenance efforts.	Real Estate Management and Development (REDM)	
5	Fixed Capital Outlay (FCO) Management and System	Custom application for tracking of FCO funding and expenditures for Real Estate development and maintenance projects.	Real Estate Management and Development (REDM)	
6	Preventative Maintenance System	Custom application to track the preventative maintenance needs of equipment in DMS pool facilities.	Real Estate Management and Development (REDM)	
7	Work Order Tracking System	Custom application to receive and track Real Estate work orders for both external and internal customers.	Real Estate Management and Development (REDM)	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
8	Siemen's Insight Apogee	Proprietary computerized building automation system used to monitor and control heating, ventilation, air conditioning and lighting in 62 DMS pool-managed facilities.	Real Estate Management and Development (REDM)	
9	ABC Total Control	Proprietary computerized building automation system used to monitor and control heating, ventilation, air conditioning and lighting in 3 DMS pool-managed facilities.	Real Estate Management and Development (REDM)	
10	Trane Tracer	Proprietary computerized building automation system used to monitor and control heating, ventilation, air conditioning and lighting in 2 DMS pool-managed facilities.	Real Estate Management and Development (REDM)	
11	Johnson Control's Metasys	Proprietary computerized building automation system used to monitor and control heating, ventilation, air conditioning and lighting in 1 DMS pool-managed facility.	Real Estate Management and Development (REDM)	
12	SquareD's Power Logic power	This is used by our SCADA system to monitor Electrical power to the facilities.	Real Estate Management and Development (REDM)	
13	Card Key's Pegasus 1000	Security and Access Control Software. Software by Cardkey "Pegasys 1000 Release 5.1-00.	Real Estate Management and Development (REDM)	
14	Georgia/Florida's Read Key Pro	Security/Access Control Software. Software by Radionics "Readkey Pro Version 5.9.132". It serves the Security and Access Control system at CCOC complex	Real Estate Management and Development (REDM)	
15	Honeywell's XBSI	Security and Access Control Software by Honeywell "XBS-I version 2.3" for DMS Facilities	Real Estate Management and	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
			Development (REDM)	
16	Honeywell's EBI	Honeywell EBI Station Software ver. 3.5.551.508 for Security and Access Control at the Capitol Complex.	Real Estate Management and Development (REDM)	
17	Siemen's Pyrotronics CXL	Monitors and Controls the Fire Alarm Systems located in the Firestone, Collins, Fletcher, Larson, and DOE Buildings. Software is by Siemens "XL Graphics V9.49a".	Real Estate Management and Development (REDM)	
18	Siemen's NCC Pyrotronics	Fire Alarm Monitoring and Control Software by Siemens "NCCNT"	Real Estate Management and Development (REDM)	
19	SIS Alarm Center	Monitors Fire Alarm System in DMS facilities across the State. The software is by Security Information System and is "AlarmCenter Software Series Monitoring /Dispatch Module Windows Release 1.4.9, Serial # 005457".	Real Estate Management and Development (REDM)	
20	Honeywell's DVM	Honeywell DVM software for Monitoring the Capitol Complex's video camera system.	Real Estate Management and Development (REDM)	
21	Ariba Buyer	This is the Web-based procurement system that supports agency users in online requisitioning, purchase order creation and transmission, electronic response for informal solicitations and sealed bids, contract maintenance, online receiving, automated workflow management for approvals of both requisitions and invoices, automated invoice matching, system search and export functionality, and electronic receipt of vendor invoices.	State Purchasing	
22	SPURS-view	Custom web-based system that allows for public viewing of vendor and purchase order information on	State Purchasing	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
		the Web.		
23	Vendor Bid System	Custom web-based application that allow the state agencies to post solicitations and other items for the vendor community to visit and monitor.	State Purchasing	
24	Vendor Billings and Collections	Web based system that allows vendors to manage the business they do with the State of Florida. It includes fee notifications, reporting capabilities, and payment history	State Purchasing	
25	Vendor Registration	This system is designed to streamline interactions between vendors and state government entities that purchase goods and services, and provides a user-friendly Internet portal where vendors can register, receive information on upcoming bids, post information on products and services, and receive purchase orders electronically.	State Purchasing	
26	Vendor Performance Tracking	This system generates notifications to Agency users to provide survey responses for those vendors with which they have worked. These responses are aggregated by vendor and assigned an overall rating, which is available to all MyFloridaMarketPlace users.	State Purchasing	
27	Ariba Analysis	Web based system, which provides analytical reports that allow the State to review and understand purchasing patterns (based on commodity, contract, vendor, etc.) over a period of time. This application receives updates from the Buyer application and Vendor Information Portal on a nightly basis and monthly updates from FLAIR so the data reflected and produced in the resulting reports is relatively current. Users have the opportunity to build reports on	State Purchasing	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
		demand, save those reports for future use, share reports through a public folder, and schedule reports to run on a defined basis or run the reports on demand as needed.		
28	Ariba Supplier Network (ASN)	System allows vendors to create an electronic invoice online and send these invoices back to the State.	State Purchasing	
29	Ariba Sourcing	Web based system that allows users to create, launch and manage the entire solicitation process online. It allows users to score and rank bids by buyer's criteria, manage and collaborate online across locations, analyze bids, and award business. Formal bidding system for goods and services more than \$25,000.00.	State Purchasing	
30	Ariba E-Quotes	Informal bidding system for goods and services less than \$25,000.00.	State Purchasing	
31	Aravo	On-line catalogue enablement tool.	State Purchasing	
32	Vendorstrator	Custom system that streamlines the Minority Business Enterprise (MBE) certification process and provides real-time data on the number of certified minority vendors and the breakdown of minority designations. It allows MBE vendors to complete certification/re-certification on-line. This system interfaces with the MyFloridaMarketPlace system.	State Purchasing	
33	411 On-line Directory	Custom Web-based system that updates employee and phone information on a regular basis, and makes this information available to the public. Telephone numbers are available by: agency, city, county, employee, school, community college, university, and subject.	Telecommunications	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
34	Network Management System (NMS)	A custom order entry and tracking system that provides Telecommunications and Radio Services (TRS) with the capability to track data and voice call records for all state agencies using SUNCOM long distance. The system also processes service orders for each SUNCOM customer and maintains real-time status of all the State's telephone circuits.	Telecommunications	
35	SUNCOM Integrated Data Accounting & Order Entry System (SIDAOES)	A custom circuit and device inventory tracking system that is the basis for auditing vendor invoices for data services.	Telecommunications	
36	Communications Services Authorization System (CSA)	A custom system that facilitates the web submission of communication service orders that add, move, change, or disconnect the services delivered to customers.	Telecommunications	
37	Telephone Agency Billing System (TABS)	A custom system that handles local service invoicing through Electronic Data Interchange (EDI) vendor invoice files. This system converts the data and reconciles the vendor invoice with orders submitted via the CSA System (mentioned above) before invoices are sent to SUNCOM customers.	Telecommunications	
38	SUNCOM Network Invoicing	A custom system that handles long distance and network invoicing by associating long distance call detail to customer records as well as circuit detail to corresponding customer accounts.	Telecommunications	
39	Collections Tracking	A custom system that enables reporting on accounts receivable to identify customers' payment history. Information is entered when making contact with a customer regarding a delinquent account to track the collections process.	Telecommunications	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
40	Vendor Payment Processing System	This custom system documents revenue by service and the posting of payments to vendors, and facilitates service level financial reports. It produces the detail necessary for the Department Finance & Accounting to process payments to vendors through automated form creation.	Telecommunications	
41	Open and Shared Information System (OaSIS)	This custom system is designed to become the single sign-on portal of all SUNCOM business applications. Order processing, inventory, invoice auditing and processing will be migrated into the portal for customer ease of use adding additional avenues of auditing by the customer and more granular customer access.	Telecommunications	
42	NMS - Networking Monitoring System	System that provides near real time monitoring of all networking equipment and support systems for up-time and load levels.	Telecommunications	
43	RADIUS - Network Access Authentication System	An authentication and authorization support system for user access to all networking equipment.	Telecommunications	
44	Linux Distribution	Linux utilities that provide for list server, file repository, and chat collaboration functionality.	Telecommunications	
45	Network Devices Tools (NDT)	The NDT is a consolidation point for various networking based tools.	Telecommunications	
46	SLERS-FIN Frequency Mapper	This custom software maps the SLERS (Statewide Law Enforcement Radio System). It displays everywhere our 800 MHz frequencies are licensed as well as showing Queuing data. Internal staff uses it to monitor system performance, troubleshoot system issues, and perform frequency planning tasks.	Radio Systems	

Listing of Agency IT Systems

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Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
47	FRIP (Florida Regional Interference Program)	This custom software must be used by State statute as part of the application process for 800 MHz frequencies in the NPSPC band (851-854 MHz) in the State of Florida. It uses a database of approved users and compares it to the applicant's proposed radio system to look for interference issues.	Radio Systems	
48	E911 Fund Management system	A system for loading county information and appropriately calculating disbursements from the E911 fund.	Telecommunications	
49	People First System	The State of Florida's self-service, secure, web-based SAP application that automates the State's human resource functions, such as attendance & leave, benefits administration, human resource management, organizational management, payroll administration, and staffing.	Human Resource Management	
50	People First Data Warehouse and Impromptu	Oracle database that warehouses People First data for agency access and reporting. IBM's Impromptu is used to report against the data warehouse.	Human Resource Management	
51	Equipment Management Information System	A custom fleet management and reporting system. The system provides the management and cost information required for state agencies to effectively and efficiently manage the state's vehicle and watercraft fleet.	Specialized Services – Fleet Mgmt	
52	Disposal Management System	Custom system that tracks state surplus mobile equipment to be sent to monthly auctions. Information tracked includes vehicle description, owner agency, contact information, location of vehicle, and sale information.	Specialized Services – Fleet Mgmt	
53	ESPData's VinPower	A vendor hosted service that allows the business unit to lookup a vehicle by Vehicle Identification Number (VIN)	Specialized Services – Fleet Mgmt	

Listing of Agency IT Systems

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Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
		and correct vehicle information. Information made available includes year, make, model, engine type, weight, manufacturer, etc.		
54	Private Prison Management (PPM) Contract Monitoring System	This custom Web-based system allows PPM Contract Managers to monitor/track the performance of the Private Prison Contractor. Elements that are monitored and tracked are incident tracking and resolution, contractor employee position vacancies, inmate program participation, and adherence to American Correctional Association requirements.	Specialized Services – Private Prison Monitoring	
55	Business Aircraft Records and Tracking (BART)	This system allows flights to be scheduled and aircraft to be reserved. It tracks and records all flights performed by the Bureau of Aircraft. Information recorded includes passenger information, destination, flight times, pilot information and flight cost.	Specialized Services – Aircraft Management	
56	BART Executive Aircraft System (BART EAS)	This system produces invoices to the agencies for which flight services were performed.	Specialized Services – Aircraft Management	
57	InCircuit's Asset Management Suite	A web-based hosted solution designed to meet the unique needs of federal surplus property management and financial administration.	Specialized Services – Fed Surplus Property	
58	Contact Management System	This custom system records customer contact information along with subject matter, information related to collective bargaining grievances, and tracking information of all communication and resolution.	Human Resource Management	
59	Position and Pay Classification Website	Custom on-line Web-site for looking up position and pay classifications.	Human Resource Management	
60	Oracle Database and Extract-Transform-	Custom system that loads data from BCBS of Florida	State Group Insurance	

Listing of Agency IT Systems

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#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
	Load programs	and Capital City Bank for reporting and review.		
61	MyBenefits Website	The MyBenefits Website itself.	State Group Insurance	
62	Integrated Retirement Information System (IRIS)	This custom line of business and workflow system provides the Division with the ability to enroll members, manage and audit employer contributions, maintain historical membership information, calculate retirement estimates and generate retirement benefit payments for FRS retired members or their beneficiaries.	Retirement	
63	Retirement Online (ROL) Web-based System	Custom self-service Web-site that allows FRS members and retirees the ability to view and update their own pension information. The Web-site also allows FRS agency and retiree deduction providers to view and update information for their members in addition to providing the means to electronically submit required data files to the Division of Retirement.	Retirement	
64	Police and Firefighters' Pension System (LRS)	Custom system used by the employees of the Division of Retirement to maintain the LRS Police and Firefighters' pension system member and municipality business functions are implemented into this system.	Retirement	
65	MyFlorida.com Portal Web Site	Centralized access to Florida State Government Web-based information.	MyFlorida.com Portal	
66	Portal Administration	The custom content management and administration system for managing the MyFlorida.com Portal.	MyFlorida.com Portal	
67	Link Checker	Custom application that scans the MyFlorida.com Portal site and checks for broken or problematic links.	MyFlorida.com Portal	
68	Get Answers Knowledgebase	The hosted knowledgebase of answers to Frequently Asked Questions, and the CRM functions for allowing	MyFlorida.com Portal	

Listing of Agency IT Systems

*FY 2011-12 Schedule IV-C
Worksheet SC-1*

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
		citizens to ask questions of the State and get answers back. This is a hosted service with RightNow Technologies. The Dept. of State performs the Customer Rep functions with this system and the management of the knowledgebase.		
69	ACC – Accessibility Compliance Checking package	Software package from HiSoftware. 50 licenses of ACC Verify and ACC Repair are made available to state agencies.	MyFlorida.com Portal	

Listing of Strategic IT Services

(FY 2011-12 Schedule IV-C

Worksheet SC-2)

Dept/Agency: Department of Management Services

Prepared by: Joe Wright, CIO; Brenda Jackson, Sr Mgmt Analyst

Phone: 850-413-9169; 850-410-0803

Date Completed: 10/15/2010

1. Real Estate Property Asset Tracking and Management Service

This service provides for the management and tracking of real estate property assets for the state of Florida, including leasing, operations and maintenance, work order tracking, paid parking, project management, fixed capital outlay tracking, and state facility inventory. This service also provides for environmental, power, security, and fire monitoring and control. Applications/systems that make up this IT Service are:

- 1.a. Paid Parking System** – maintenance of contracts and space assignments.
- 1.b. Lease Management System** – Tracking of leases and related information for leases both within DMS pool of facilities and private sector leases.
- 1.c. State Facilities Inventory System** – Tracking of various state-owned facilities and needed maintenance on these facilities. This covers both DMS facilities and facilities managed by other state agencies.
- 1.d. Budget Request System** - Mechanism to track building maintenance needs for use in the development of Fixed Capital Outlay Budget Requests for Real Estate development and maintenance efforts.
- 1.e. Fixed Capital Outlay (FCO) Management and System** –Tracking of FCO funding and expenditures for Real Estate development and maintenance projects.
- 1.f. Preventative Maintenance System** – Mechanism to track the preventative maintenance needs of equipment in DMS pool facilities.
- 1.g. Work Order Tracking System** – Mechanism to receive and track Real Estate work orders for both external and internal customers.
- 1.h. Various environmental, security, power, fire, and video monitoring systems**, including:
 - Siemen’s Insight Apogee environmental monitoring and control system

Listing of Strategic IT Services

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-
- ABC Total Control environmental monitoring and control system
 - Trane Tracer environmental monitoring and control system
 - Johnson Control's Metasys environmental monitoring and control system
 - SquareD's Power Logic power monitoring and control system
 - Card Key's Pegasus 1000 security/access control system
 - Georgia/Florida's Read Key Pro security/access control system
 - Honeywell's XBSI security/access control system
 - Honeywell's EBI security/access control system
 - Siemen's Pyrotronics CXL Fire Alarm system
 - Siemen's NCC Pyrotronics Fire Alarm system
 - SIS Alarm Center Fire Alarm system
 - Honeywell's DVM video monitoring system

2. On-line e-Procurement Service (MyFloridaMarketPlace)

This service makes available electronic purchasing for the state of Florida. This includes the processes associated with registering and managing vendors, creating requisitions and purchase orders, making purchase orders viewable by the public on the Web, receiving orders, and approving invoices. This service integrates with FLAIR. The system is a source for centralized procurement activities, streamlining interactions between vendors and state government entities, and providing the tools to support world class procurement for the State of Florida. This service also allows for the posting of competitive solicitations on-line for electronic access by vendors, the public viewing of purchase orders and payments on-line, minority vendor certification management, and the management of an emergency supplier network.

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

- 2.a. Buyer** – This system is base on Ariba. It is the Web-based procurement system that supports agency users in online requisitioning, purchase order creation and transmission, electronic response for informal solicitations and sealed bids, contract maintenance, online receiving, automated workflow management for approvals of both requisitions and invoices, automated invoice matching, system search and export functionality, and electronic receipt of vendor invoices.

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- 2.b. SPURS-view** – System allows for public viewing of vendor and purchase order information on the Web.
- 2.c. Vendor Bid System** – The web-based application that allows the state agencies to post solicitations and other items for the vendor community to visit and monitor.
- 2.d. Vendor Information Portal-** *this system has three components:*
- 2.d.a. Billings and Collections** – Web based system that allows vendors to manage the business they do with the State of Florida. It includes fee notifications, reporting capabilities, and payment history
 - 2.d.b. Vendor Registration** - This system is designed to streamline interactions between vendors and state government entities that purchase goods and services, and provides a user-friendly Internet portal where vendors can register, receive information on upcoming bids, post information on products and services, and receive purchase orders electronically.
 - 2.d.c. Vendor Performance Tracking** – The systems generates notifications to Agency users to provide survey responses for those vendors with which they have worked. These responses are aggregated by vendor and assigned an overall rating, which is available to all MyFloridaMarketPlace users.
- 2.e. Analysis** – Web based system, which provides analytical reports that allow the State to review and understand purchasing patterns (based on commodity, contract, vendor, etc.) over a period of time. This application receives updates from the Buyer application and Vendor Information Portal on a nightly basis and monthly updates from FLAIR so the data reflected and produced in the resulting reports is relatively current. Users have the opportunity to build reports on demand, save those reports for future use, share reports through a public folder, and schedule reports to run on a defined basis or run the reports on demand as needed.
- 2.f. Ariba Supplier Network (ASN)** - System allows vendors to create an electronic invoice online and send these invoices back to the State.

Listing of Strategic IT Services

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- 2.g. Sourcing** – Web based system that allows users to create, launch and manage the entire solicitation process online. It allows users to score and rank bids by buyer’s criteria, manage and collaborate online across locations, analyze bids, and award business. Formal bidding system for goods and services more than \$25,000.00.
 - 2.h. E-Quotes** – Informal bidding system for goods and services less than \$25,000.00.
 - 2.i. Aravo** – On-line catalogue enablement tool.
 - 2.j. Vendorstrator** – This system streamlines the Minority Business Enterprise (MBE) certification process and provides real-time data on the number of certified minority vendors and the breakdown of minority designations. It allows MBE vendors to complete certification/re-certification on-line. This system interfaces with the MyFloridaMarketPlace system.

3. On-line Statewide Phone Directory Service

This service provides development, maintenance, hosting and processing for making available the web-based statewide phone directory to the public.

The following IT Systems support this service.

- 3.a. 411 On-line Directory** – Web-based system that updates employee and phone information on a regular basis, and makes this information available to the public. Telephone numbers are available by: agency, city, county, employee, school, community college, university, and subject.

4. Telecommunications and Radio Services – Back Office and Engineering Support

This core IT Service provides efficient and cost effective data processing for the collection of orders, storage of inventory, creation of invoices, and tracking of vendor and customer payments. Engineering support tools/applications complete Telecommunications and Radio Services operational functions.

The following IT Systems support these functions for SUNCOM Portfolio of Services.

Listing of Strategic IT Services

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- 4.a. Network Management System (NMS)** – An order entry and tracking system and provides Telecommunications and Radio Services (TRS) with the capability to track data and voice call records for all state agencies using SUNCOM long distance. The system also processes service orders for each SUNCOM customer and maintains real-time status of all the State’s telephone circuits.
- 4.b. SUNCOM Integrated Data Accounting & Order Entry System (SIDAOES)** – A circuit and device inventory tracking system and is the basis for auditing vendor invoices for data services.
- 4.c. Communications Services Authorization System (CSA System)** – A system that facilitates the web submission of communication service orders that add, move, change, or disconnect the services delivered to customers.
- 4.d. Telephone Agency Billing System (TABS)** – A system that handles local service invoicing through Electronic Data Interchange (EDI) vendor invoice files. This system converts the data and reconciles the vendor invoice with orders submitted via the CSA System (mentioned above) before invoices are sent to SUNCOM customers.
- 4.e. SUNCOM Network Invoicing** – A system that handles long distance and network invoicing by associating long distance call detail to customer records as well as circuit detail to corresponding customer accounts.
- 4.f. Collections Tracking** – A system that enables reporting on accounts receivable to identify customers’ payment history. Information is entered when making contact with a customer regarding a delinquent account to track the collections process.
- 4.g. Vendor Payment Processing System** – This system documents revenue by service and the posting of payments to vendors, and facilitates service level financial reports. It produces the detail necessary for the Department Finance & Accounting to process payments to vendors through automated form creation.
- 4.h. Gentran EDI Processing** – Software for mapping Electronic Data Interchange data files to file formats for processing, and the system for processing the EDI data files.

Listing of Strategic IT Services

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- 4.i. Open and Shared Information System (OaSIS)** – This system is designed to become the single sign-on portal of all SUNCOM business applications. Order processing, inventory, invoice auditing and processing will be migrated into the portal for customer ease of use adding additional avenues of auditing by the customer and more granular customer access.
- 4.j. DNS** – Provides primary network name server resolution (eg. flolottery.com = 204.90.20.36) for state agencies and supported groups. This system supports over 190 domains including myflorida.com, state.fl.us, fl.gov, and flalottery.com. The state DNS system is comprised of numerous systems with a high degree of redundancy.
- 4.k. NMS - Networking Equipment Monitoring (NAGIOS/Cacti)** – Provides near real time monitoring of all networking equipment and support systems for up-time and load levels. NAGIOS sends alerts if an outage occurs or system parameters fall out of tolerance. Cacti supplies system overviews of CPU, interface utilization, interface errors, etc.
- NMS - Networking Equipment Configuration Archive (RANCID)** – Pulls daily backups of all networking equipment configurations and interface to track changes.
- NMS - Traffic Protocol Analyzer (NED1/NED2)** – Any of the NED systems are used as IP protocol analyzers (WireShark) when needed to troubleshoot issues passing through the SSRC LAN.
- 4.l. RADIUS - Network Access Authentication System** – Authentication and authorization support system for user access to all networking equipment.
- 4.m. Distribution - List Server (NED1)** – listserv.myflorida.com can provide email announcement or discussion lists. Currently used for announcements to various CIO and IT director groups, Florida 911 coordinator discussions, monthly guest wireless automated password change notification, and Suncom service notifications.
- Distribution - Linux Local Repository (NED1)** – Provides selection of files available via HTTP and local guest Samba share (Windows style share) including Fedora, PCLinuxOS, Ubuntu operating system ISO files, Parted Magic drive partitioning ISO, UBCD system testing and utility disc. All ISO files can be burned to CD or DVD as appropriate. System also has latest version of Fedora Linux mounted for use as network install point.
- Distribution - Instant Messenger (NED1)** – im.dms.state.fl.us is a Ejabber based instant messenger server used by Suncom NOC and DivTel. We use the Coccinella client (Windows/Linux) for quick chat and online collaborative whiteboard.

Listing of Strategic IT Services

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Worksheet SC-2)

4.n. Network Devices Tools (NDT) (NED2/NED3) – The NDT is a consolidation point for various networking based tools. This system provides an interface for troubleshooting, tracking Cisco inventory for annual maintenance, automatically tracking equipment (including VoIP phones for e911), automatically tracking IP address ranges and tying to owner agency, and recording/processing IP traffic for network utilization based billing.

NDT - IP and Port Monitoring (NED1/NED2) – Process using NetFlow to capture IP flow details from routers to add in processes like site migrations.

4.o. SLERS-FIN Frequency Mapper – This software maps the SLERS (Statewide Law Enforcement Radio System). It displays everywhere our 800 MHz frequencies are licensed as well as showing Queuing data. Internal staff use it to monitor system performance, troubleshoot system issues, and perform frequency planning tasks.

4.p. FRIP (Florida Regional Interference Program) – This software must be used by State statute as part of the application process for 800 MHz frequencies in the NPSPC band (851-854 MHz) in the State of Florida. It uses a database of approved users and compares it to the applicant's proposed radio system to look for interference issues.

5. 911 Financial Management Service

This service provides fund management capabilities for the E911 Board.

The following IT Systems support this service.

5.a. E911 Fund Management system – A system for loading county information and appropriately calculating disbursements from the E911 fund.

6. On-line Human Resource Management Service

This service makes available state-wide, on-line human resource management functions. This includes employee and manager self-service tools that streamline and standardize human resource transactional processes.

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

6.a. People First System – People First is the State of Florida's self-service, secure, web-based SAP application that automates the State's human resource functions, such as attendance & leave, benefits administration,

Listing of Strategic IT Services

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human resource management, organizational management, payroll administration, and staffing.

- 6.b. People First Data Warehouse and Impromptu** – Oracle database that warehouses People First data for agency access and reporting.

7. State Fleet Tracking and Management Services

This service provides for the tracking and management of state vehicles and other equipment.

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

- 7.a. Equipment Management Information System** – The Equipment Management Information System (EMIS) is a fleet management and reporting system. The system provides the management and cost information required for state agencies to effectively and efficiently manage the state's vehicle and watercraft fleet.
- 7.b. Disposal Management System** - The Disposal Management System records and tracks state surplus mobile equipment to be sent to monthly auctions. Information tracked includes vehicle description, owner agency, contact information, location of vehicle, and sale information.
- 7.c. ESPData's VinPower** – A vendor hosted service that allows the business unit to lookup a vehicle by Vehicle Identification Number (VIN) and correct vehicle information. Information made available includes year, make, model, engine type, weight, manufacturer, etc.

8. Private Prison Contract Performance Monitoring Service

This service provides for contract performance monitoring of private prison services within the Specialized Service division within DMS.

The following IT Systems are components of this Strategic IT Service.

- 8.a. Private Prison Management (PPM) Contract Monitoring System** – This Web-based system allows PPM Contract Managers to monitor/track the performance of the Private Prison Contractor. Elements that are monitored and tracked are incident tracking and resolution, contractor employee position vacancies, inmate program participation, and adherence to American Correctional Association requirements.

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9. Aircraft Flight Scheduling and Billing Service

This service provides automation of flight scheduling of state aircraft, and billing for aircraft usage. This service is made available by installed packaged software and by a hosted web-based solution.

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

- 9.a. **Business Aircraft Records and Tracking (BART)** – This system allows flights to be scheduled and aircraft to be reserved. It tracks and records all flights performed by the Bureau of Aircraft. Information recorded includes passenger information, destination, flight times, pilot information and flight cost.
- 9.b. **BART Executive Aircraft System (BART EAS)** – This system produces invoices to the agencies for which flight services were performed.

10. Federal Property Acquisition, Warehousing, and Distribution Service

This service makes available automation specifically designed for Federal Surplus Property programs operated by the US General Services Administration (GSA). This automation is made available by a vendor's web-based hosted solution.

The following IT Systems are components of this Strategic IT Service.

- 10.a. **InCircuit's Asset Management Suite** – A web-based solution designed to meet the unique needs of federal surplus property management and financial administration.

11. Customer Relationship Management and Performance Monitoring Service

This service provides for the Customer Relationship Management (CRM) and Performance Monitoring function of the Human Resource Management division. This service provides for the logging, documenting, and tracking of correspondence or requests, including those related to collective bargaining grievance, and other types of HRM related matters.

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

Listing of Strategic IT Services

(FY 2011-12 Schedule IV-C
Worksheet SC-2)

- 11.a. Contact Management System** – The system records customer contact information along with subject matter, information related to collective bargaining grievances, and tracking information of all communication and resolution.

12. On-Line Position Classification Service

This service allows hosting and content management of pay and position classifications used by state agencies and other governmental entities, including listings of Career Service and Select Exempt Service class specifications. Information maintained by this service includes allocation factors, knowledge skills and abilities, examples of work and minimum classifications, class designations such as EEO job category, probationary period, collective bargaining unit, and schedule of salary ranges and pay range tables.

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

- 12.a. Position and Pay Classification Website** – The Website and content management functions, and associated database.

13. Employee Benefits Management Service

The service provides Web-based information. It provides self-service functionality to the State of Florida Legislative and Executive Branches, active and retired employees, state agencies and universities, COBRA participants, surviving spouses and dependents, and other entities. This service also provides for a repository for Blue Cross Blue Shield claims information and Capital City Bank payment information that gets loaded and reviewed on a monthly basis.

The following are IT components of this service.

- 13.a. Oracle Database and Extract-Transform-Load programs** - Loads the data from BCBSFL and Capital City Bank.

- 13.b. MyBenefits Website** – The MyBenefits Website itself.

Listing of Strategic IT Services

(FY 2011-12 Schedule IV-C

Worksheet SC-2)

14. Retirement Benefits IT Services

This service provides development, maintenance, and hosting of the Florida Retirement System (FRS) for the Division of Retirement within DMS. This service provides the business functions required for administering the statewide Florida Retirement System (FRS) pension plan and the Public Employee Optional Retirement Program (PEORP) for active members, FRS retirees, FRS agencies, FRS retiree deduction providers and the Optional Retirement Program (ORP).

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

14.a. *Integrated Retirement Information System (IRIS)* – This line of business functions and workflow system provides the Division with the ability to enroll members, manage and audit employer contributions, maintain historical membership information, calculate retirement estimates and generate retirement benefit payments for FRS retired members or their beneficiaries.

14.b. *Retirement Online (ROL) Web-based System* – The self service website that allows FRS members and retirees the ability to view and update their own pension information. The website also allows FRS agency and retiree deduction providers to view and update information for their members in addition to providing the means to electronically submit required data files to the Division of Retirement.

14.c. *Police and Firefighters' Pension System (LRS)* – The system used by the employees of the Division of Retirement to maintain the LRS Police and Firefighters' pension system member and municipality business functions are implemented into this system.

15. MyFlorida.com Portal Web Site Maintenance and Hosting Service

This service makes available to the general public an official portal of the state of Florida. This Portal is an organized gateway to get to other state of Florida government websites. These other Websites (agencies, commissions, other governmental entities) are separate Websites and are not hosted with the MyFlorida.com Portal, nor do they use the same content management programs.

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

15.a. *MyFlorida.com Portal Web Site* – Centralized access to Florida State Government Web-based information.

Listing of Strategic IT Services

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-
- 15.b. *Portal Administration*** – The content management and administration system for managing the MyFlorida.com Portal.
 - 15.c. *Link Checker*** – Application that scans the MyFlorida.com Portal site and checks for broken or problematic links.
 - 15.d. *Get Answers Knowledgebase*** - The knowledgebase of answers to Frequently Asked Questions, and the CRM functions for allowing citizens to ask questions of the State and get answers back. This is a hosted software service with RightNow Technologies. The Dept. of State performs the Customer Rep functions with this system and the management of the knowledgebase.

16. Accessibility Compliance Assistance Service

This service makes software tools available to agencies to check Section508 compliance of Web sites, and provides opportunities for repairs.

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

- 16.a. *ACC – Accessibility Compliance Checking package*** – Purchased software package from HiSoftware. 50 licenses of ACC Verify and ACC Repair. One license of server-based ACC Monitor.

**IT Service Requirements Worksheet:
911 Financial Management Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

911 Financial 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	Oracle Sequel Server	5	
2	ASP.NET	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 provides fund management capabilities for the E911 Board.

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.

5

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?

Determine costs for enhancements, ongoing maintenance & availability of funding; ensure statutory obligations can be fulfilled.

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

**IT Service Requirements Worksheet:
911 Financial Management Service**

[Redacted]

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:

[Redacted]

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

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

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

Reduced availability and/or flexibility of gathering critical financial data for E911 Board monthly meetings.

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

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

Proprietary confidential service provider fee information pursuant to s. 365.172, 174, FS.

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:

s. 365.172, 174, FS

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:

[Redacted]

**IT Service Requirements Worksheet:
911 Financial Management Service**

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 2009-10. 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.).

Emergency Communications E911 Number System Fund.

5.2. Other comments

**IT Service Requirements Worksheet:
Accessibility Compliance Assistance Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Accessibility Compliance Assistance 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	HiSoft's ACC Monitor, ACC Verify,	5	
2	ACC Repair	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 makes software tools available to agencies to check Section 508 compliance of Web sites, and provides opportunities for repairs.

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

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?

**IT Service Requirements Worksheet:
Accessibility Compliance Assistance Service**

It is software that we make available to other Agencies.

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) 0800 - 1700

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 0800 - 1700

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*)? 1 hour 30
days

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

No real impact

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 Portal Manager
- 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:

Section 508 Accessibility

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:

**IT Service Requirements Worksheet:
Accessibility Compliance Assistance Service**

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
None				

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 2009-10. 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

**IT Service Requirements Worksheet:
Aircraft Flight Scheduling and Billing Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Aircraft Flight Scheduling and Billing 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	Seagil's - Business Aircraft Records and Tracking scheduling and billing system (BART) for Windows	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).

This service provides automation of flight scheduling of state aircraft, and billing for aircraft usage. This service is made available by installed packaged software and by a hosted web-based solution.

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. 5

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

**IT Service Requirements Worksheet:
Aircraft Flight Scheduling and Billing Service**

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

A business case showing greater value, and a change management plan.

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) 0700-1700

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*)? 1 day

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

Operation would be limited, with no visibility into plane reservations

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 privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

4. User/customer satisfaction

**IT Service Requirements Worksheet:
Aircraft Flight Scheduling and Billing 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:

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 2009-10. 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.).

Trust funded

5.2. Other comments

**IT Service Requirements Worksheet:
Employee Benefits Management Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Employee Benefits 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	Oracle database, load, and query utilities.	5	
2	Web and HTML content	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 service provides Web-based information. It provides self-service functionality to the State of Florida Legislative and Executive Branches, active and retired employees, state agencies and universities, COBRA participants, surviving spouses and dependents, and other entities. This service also provides for a repository for Blue Cross Blue Shield claims information and Capital City Bank payment information that is loaded and reviewed on a monthly basis.

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. 175,000

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

**IT Service Requirements Worksheet:
Employee Benefits Management Service**

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 providers are subject matter experts and changing would result in higher costs.

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 SSRC SLA calls for maintaining the health and availability of the server equipment, and the availability of a Help Desk with specific turnaround time expectations.

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)

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?

Will not be able to report claims vs. payment information, and customers would not have access to critical benefit information.

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

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

Requires the DMS team to perform an annual review.

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 requirements apply

4. User/customer satisfaction

**IT Service Requirements Worksheet:
Employee Benefits 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:

Customer satisfaction survey is performed annually post-Open Enrollment.

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 2009-10. 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.).

Trust Fund

5.2. Other comments

**IT Service Requirements Worksheet:
CRM and Performance Monitoring Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

CRM and Performance Monitoring 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	Oracle database and web 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).

This service provides for the Customer Relationship Management (CRM) and Performance Monitoring function of the Human Resource Management division. This service provides for the logging, documenting, and tracking of correspondence or requests, including those related to collective bargaining grievance, and other types of HRM related matters.

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. 39

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

**IT Service Requirements Worksheet:
CRM and Performance Monitoring Service**

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

[Empty text box]

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

This application was developed in-house and is maintained with the assistance of the DMS Application Support team.

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:

[Empty text box]

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) 8 - 5

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 8 - 5

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*)? 5 days

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

Little

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

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

[Empty text box]

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:

[Empty text box]

4. User/customer satisfaction

**IT Service Requirements Worksheet:
CRM and Performance Monitoring 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:

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 2009-10. 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.).

Trust Funded.

5.2. Other comments

**IT Service Requirements Worksheet:
Property Asset Tracking and Management Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Property Asset Tracking and 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	InCircuit – Asset Management Suite	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).

This service makes available automation specifically designed for Federal Surplus Property programs operated by the US General Services Administration (GSA). This automation is made available by a vendor's web-based hosted solution.

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. 5

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?

A Business Case outlining the better value, with a change management plan.

**IT Service Requirements Worksheet:
Property Asset Tracking and Management Service**

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

[Empty text box]

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:

System availability of 7-5 M-S

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) 0700-1700

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)? 1 day

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

Minimal. There is not a high volume of transactions or warehouse activities.

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

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

Federal program, federal 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 privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

[Empty text box]

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:

**IT Service Requirements Worksheet:
Property Asset Tracking and Management Service**

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 2009-10. 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.).

Trust Fund

5.2. Other comments

**IT Service Requirements Worksheet:
Statewide Procurement Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Statewide Procurement 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	Refer to Section 5.3 for description of how the MyFloridaMarketPlace IT system works utilizing this equipment.	4	Ruby/Rails (software)
2	See companion document "2009-09-17 Environment Layout.pdf" for production environment infrastructure and diagram.	5	MySQL (Database software)
3	Oracle-based Web and Database programming	7	

Refer to Section 5.3 for description of how the MyFloridaMarketPlace IT system works utilizing this equipment.

See companion document "2009-09-17 Environment Layout.pdf" for production environment infrastructure and diagram.

1. IT Service Definition

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

This service makes available electronic purchasing for the state of Florida. This includes the processes associated with registering and managing vendors, creating requisitions and purchase orders, making purchase orders viewable by the public on the Web, receiving orders, and approving invoices. This service integrates with FLAIR. The system is a source for centralized procurement activities, streamlining interactions between vendors and state government entities, and providing the tools to support world class procurement for the State of Florida. This service also allows for the posting of competitive solicitations on-line for electronic access by vendors, the public viewing of purchase orders and payments on-line, minority vendor certification management, and the management of an emergency supplier network.

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

**IT Service Requirements Worksheet:
Statewide Procurement Service**

Vendors

1.4. Please identify the number of users of this service. 15,500
plus 134,000 registered vendors

1.5. How many locations currently host this service? 2 plus DR site

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?

We are currently under a contractual obligation through 12/8/2012.

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:

1. General availability.
2. Severity Level 1 – System outage response time during business hours. Severity Level 1 – System outage response time during non-business hours.
3. Severity Level 1 – System outage resolution time.
4. Severity Level 2 – System outage response time during business hours.
5. Severity Level 2 – System outage resolution time.
6. Average response time during business hours
7. Purchase order issuance.
8. Invoices matched.
9. FLAIR encumbrance and payment transactions.
10. Payment posting from FLAIR.
11. Category 1 – Critical system issue response time.
12. Category 1 – High system issue response time.
13. Category 1 – Medium system issue response time.
14. Category 1 – Low system issue response time.

**IT Service Requirements Worksheet:
Statewide Procurement Service**

- 15. Operational data updates.
- 16. Call answer time on customer service desk (CSD).
- 17. Response time for customer e-mail messages.
- 18. Response time for customer voice-mail messages.
- 19. CSD ticket resolution.
- 20. Catalog enablement.
- 21. Catalog refresh.
- 22. Catalog enablement satisfaction survey.
- 23. Enhancement delivery.
- 24. New report turnaround time.
- 25. Performance metric summary report delivery.

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*)? 6 min.

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

No executive/cabinet agency would be able to do its purchasing (with the exception of Agriculture). Additionally the Legislature would not be able to do its purchasing. The state would revert back to manual, paper based processes, invoice reconciliation, etc.

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

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

The system contains some unique agency customizations such as DOT encumbrance number, DMA number displayed on IR, and OLS). Some customizations are required by Florida statutes such as CMBE indicators and Service Disabled Veteran Business enterprise indicators.

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 is not supposed to be in the system and policies exist to help ensure confidential information is not entered into the system. When confidential information is entered

**IT Service Requirements Worksheet:
Statewide Procurement Service**

into the system, the customer agency will request MFMP to remove the confidential information, which is usually in the form of an attachment.

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:

CSD report weekly, operational metrics report monthly, performance metric reports monthly, project status report weekly, statistics report weekly, external site check daily (only when there is an issue).

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
V9r1 Ariba Buyer Upgrade	The MFMP Buyer system will be upgraded to the newest version of the Ariba software.	9/1/2010	9/30/2011	Upgrade is at no cost to the state; contractor bears the cost as per the contract.
V9r1 Ariba Sourcing Upgrade	The MFMP Sourcing system will be upgraded to the newest version of the Ariba software	7/1/2010	3/30/2011	Upgrade is at no cost to the state; contractor bears the cost as per the contract.

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 2009-10. 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.).

The contract is a unique private/public partnership whereby the vendor accepted the risks to build MyFloridaMarketPlace at its own cost and then is later paid from revenue generated by the contract. As such, MFMP is not supported out of General State Appropriations. Under the terms of the contract, the Service Provider must first satisfy the LBR that supports State Purchasing, Office of Supplier Diversity, Council of Efficient Government and other purchasing related activities and then the Service Provider is paid. The contract currently has an LBR cap of \$8.138 million. At the outset of the contract the revenue generated was only \$7 million annually so the vendor worked at a loss for the initial years of the contract.

**IT Service Requirements Worksheet:
Statewide Procurement Service**

The current contract is a fixed price contract at \$14.8 million. This price also includes the billing and collection system.

Finally, Modification 2 also created a contingency budget to provide for system enhancements. It is anticipated that the contingency budget will be exhausted by the end of FY09. Some adjustment or provision for the contingency budget must be made. As an example, the system enhancement to address system updates required for new Service Disabled Veteran Business Enterprises designations requires system enhancements (see comments in section 5.2 regarding contingency budget) would no longer be able to be funded. Additionally, system enhancements required for the CFO and for FLAIR would no longer be able to be supported.

5.2. Other comments

OPPAGA completed the next generation study of MyFloridaMarketPlace and recommended:

1. Renew the contract for 2 years, which we did, and
2. Recompete the operation after 2012

5.3. Overview of the system's technology drivers: hardware, software, licensing

- The MFMP 2.0 system consists of numerous environments supporting development, testing, quality assurance, training, disaster recovery, performance testing, and Production. The production and several testing environments are hosted at the State Resource Center in Tallahassee. The disaster recovery and performance testing environments are hosted at a QTS data center in Suwannee, GA. The development and some testing environments are located at the MFMP project site in Tallahassee. These environments, which are reconfigured and refreshed as warranted, are currently comprised of the following number of devices:
 - 68 server and storage devices
 - 14 network devices
- The MFMP 2.0 system runs primarily on Sun devices with the Solaris operating system. The network devices are a combination of Cisco, F5 and Netscreen gear. A Legato system is used to provide tape backups for operational recovery needs. A separate Sun Solaris based backup system is used in the SRC to capture backups to be used in the event of a disaster recovery activation.
- The software environment includes the following Ariba software products: Ariba Buyer 8.2.2 (including Contracts and Invoicing add-ons), Sourcing 4.4, and Analysis 3.1.2
- Other primary Accenture or custom development application components are as follows: Vendor Registration, eQuote, FLAIR/financial system integration, SPURS/SPURView Interface, Vendor Performance Tracking, and Billing & Collection System
- Oracle 11G is the primary database management system for the MFMP applications
- Veritas Cluster Server (VCS) and Volume Manager (VM) – VCS is the software that manages the redundancy of the Oracle database and the hardware. VM manages the file systems that support the data storage for the applications
- HP's Business Availability Center (BAC) is used for performance monitoring, Load Runner is used for performance testing, and Sitescope is used for general monitoring.
- Wily Technologies monitoring software is used for more granular application behavior analysis.

**IT Service Requirements Worksheet:
Statewide Procurement Service**

- iWay messaging infrastructure is used to support asynchronous online communication between Ariba Buyer and the FLAIR financial system.
- BEA Weblogic is the application server supporting the majority of the MFMP applications
- Apache is the web server supporting the majority of the MFMP applications
- Perforce is used for all source control and archiving
- Eclipse development platform is leveraged as the software development tool for the various MFMP applications
- Pivotal is used across project support areas to coordinate and track customer inquiries, system issues, enhancements, report requests, operational data updates, etc.
- On Demand computer-based-training software is used for development and execution of online training of the MFMP application
- Aravo is used to manage version control and workflows for submission and approval of catalog content between vendors, MFMP support personnel and State Purchasing personnel
- MCI WebCenter provides phone acceptance and routing, as well as management tools, for all customer inquiries that come to the Customer Service Desk
- Odyssey provides fax delivery and tracking services for purchase orders and notifications regarding fee collections
- Accenture licenses all products. The maintenance on all products is kept at levels appropriate for the application criticality (i.e. Production hardware and software is supported at the highest level available from the vendor)

**IT Service Requirements Worksheet:
MyFlorida Website Hosting and Maintenance Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

MyFlorida Website Hosting and Maintenance 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	Sun Hardware	5	
2	RightNow Technologies CRM	6	
3	Ruby-Rails custom CMS	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 makes available to the general public an official portal of the state of Florida. This Portal is an organized gateway to get to other state of Florida government websites. These other Websites (agencies, commissions, other governmental entities) are separate Websites and are not hosted with the MyFlorida.com Portal, nor do they use the same content management programs.

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.

Everyone

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

**IT Service Requirements Worksheet:
MyFlorida Website Hosting and Maintenance Service**

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

A better value must be determined.

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:

SLAs are for performance at the SSRC. System must be up and available, with a Help Desk to report issues.

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) 0800 - 1700

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*)? 5 min

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

Customer Service ratings drop.

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 privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

Section 508 Accessibility

4. User/customer satisfaction

**IT Service Requirements Worksheet:
MyFlorida Website Hosting and Maintenance 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:

Daily usage report of the portal site.

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
None				

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 2009-10. 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

**IT Service Requirements Worksheet:
On-line Human Resource Management System**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

On-line Human Resource Management System

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	SAP ERP 6.0 Powered by Netweaver 7.0	13	Cisco Content Services Switch (CSS) – CSS11501S-K9 B0
2	Oracle Database (SAP ERP 6.0) Version 10.2.0.4	14	Secure Sockets Layer Accelerator – Integrated with CSS
3	Oracle / Data Warehouse – version 10.2.0.4.0	15	Storage Area Network – 6960 PSAN
4	PCA ATM – Version 10.12	16	Mercury Interactive (stress testing software)
5	AMC Broker (integrates Interactive Voice Response system with SAP)	17	Input Technologies (optical reader that scans in data directly into SAP)
	IVR Conversant (routes calls evenly through call centers)		
6	SAP WAS 6.40 Powered by Netweaver 4 (3) runs on Sun Solaris 10 Operating system and Oracle 10.2.0.4	18	Right Fax (facsimile server used to send and receive electronic images)
7	Computer Associates Workload Manager version 3.1 (used to schedule and monitor batch processes)	19	Network Monitoring tool (used to capture alerts and monitor status of network devices)
8	Computer Telephony Integration (tool used to validate callers)	20	SAP Application Servers (18) – Runs on Sun Solaris 10 Operating system and Oracle 10.2.0.4
9	E-Case (used to track, route and monitor pending cases)	21	De-Militarized Zone Servers (2) – Used for single sign-on between People First application and PeopleClick Authoria Talent Management site
10	Web dispatchers (4) Runs on Sun Solaris 10.	22	SAP Process Integration Powered by Netweaver 7.0 (3 servers) Runs on Sun Solaris 10 Operating system and Oracle 10.2.0.4 Database.
11	Oracle Report Server (1) – Sun Solaris 10 – Used for Standard External Reports	23	Websites: https://peoplefirst.myflorida.com (website for HR system) https://jobs.myflorida.com (applicants website) https://soflatm.authoria.net (hiring manager website) https://hrosxml.cvqs.net (single sign-on between main HR website and hiring manager website) https://www.fbmc-benefits.com (single sign-on between main HR website and the Fringe Benefits Management Company (FBMC) – Manages the state’s Flexible Spending Accounts and Health Savings Accounts)
12	Firewall - Cisco PIX 525 software version 6.3		

1. IT Service Definition

**IT Service Requirements Worksheet:
On-line Human Resource Management System**

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

This service makes available state-wide, on-line human resource management functions. This includes employee and manager self-service tools that streamline and standardize human resource transactional processes.

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.

240,000

1.5. How many locations currently host this service?

5

(Tallahassee, Jacksonville, Orlando (Call Recording Database only), Cincinnati (Disaster Recovery/Back-up Site) and Salt Lake City (FTP server only))

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*)

- The State Universities and the State Board of Administration maintain their own ERP systems that perform some human resource functions, but these systems also perform accounting, budgeting, etc. functions. Universities use only the benefits module in People First.
- The Florida Legislature maintains their own Personnel System that performs some human resource functions such as personnel actions. Florida Legislature uses only the benefits module in People First.
- Note: A request for information (or other form of procurement document) would have to be issued to determine whether any provider offers what the state receives under their current contract.

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?

Contract with the current service provider would have to either expire or be terminated for one of the reasons contained in the contract and it's applicable amendments. An important consideration would be that the same level of service (system functionality, customer service, data security, etc.) would have to be thoroughly evaluated. Another consideration would be that we would have to follow the State of Florida's procurement laws by issuing the appropriate Invitation to Negotiate, Request for Bid, etc.

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

**IT Service Requirements Worksheet:
On-line Human Resource Management System**

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:

1. Customer Satisfaction Score – $\geq 98\%$ of baseline score
2. Service Level Percentage – $\geq 80\%$
3. Forced Disconnect Percentage – $\leq 1\%$
4. Abandon Rate Percentage – $\leq 3\%$
5. First Call Resolution Percentage – $\geq 95\%$
6. Call Quality Accuracy Percentage – $\geq 95\%$
7. Case Investigation Resolution Percentage – $\geq 98\%$
8. Escalation Resolution Timeliness Percentage – $\geq 95\%$
9. Benefits Premium Posting Accuracy Percentage – $\geq 99\%$
10. Benefits Premium Posting Timeliness Percentage – $\geq 95\%$ within two business days; 100% within three business days
11. Benefits Premium Refund Accuracy Percentage – $\geq 99\%$
12. Benefits Premium Refund Timeliness Percentage – 100%
13. Health and Dental Insurance Reinstatement Timeliness Percentage – $\geq 99\%$ within one business day; 100% within two business days
14. COBRA Eligibility Notification Percentage – 100%
15. Benefits Fulfillment Timeliness Percentage – $\geq 99\%$
16. Level 1 Benefits Appeals Processing Timeliness Percentage – 100%
17. Disability Claims Processing Timeliness Percentage – 100%
18. Benefits Eligibility Files Accuracy Percentage – 100%
19. Benefits Eligibility Files Timeliness Percentage – 100%
20. Payroll Administration Files Accuracy Percentage – 100%
21. Payroll Administration Files Timeliness Percentage – 100%
22. Job Requisition Posting Timeliness Percentage – $\geq 97\%$
23. Job Applicant Processing Timeliness Percentage – $\geq 97\%$
24. System Availability Percentage – $\geq 99\%$
25. Mass Load Processing Timeliness Percentage – 100%
26. Authorized System Login Percentage – $\geq 99\%$
27. Security Profile Timeliness Percentage – $\geq 99\%$
28. Organizational Management Processing Timeliness Percentage – $\geq 97\%$

**IT Service Requirements Worksheet:
On-line Human Resource Management System**

29. Disaster Recovery Timeliness Percentage – $\geq 99\%$

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, except when payroll preparation and maintenance processes are running.

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

24/7; processed mainly at night and on weekends

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*)?

Tolerance is zero minutes.

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

State agencies and users are not able to meet their personnel and payroll deadlines, which can lead to employees not being properly compensated or insured.

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

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

There are a series of Collective Bargaining Unit agreements between the State and the following collective bargaining units that drive certain time and attendance business rules within the system:

- American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME)
- Federation of Physicians and Dentists
- Florida Police Benevolent Association
- Florida Nurses Association
- Florida State Fire Service Association
- State Employees Attorney Guild
- Florida Teachers Association (Applies to the Florida School for Deaf and Blind)

In addition, there are six different sets of personnel system rules that drive certain business rules within the system. The personnel systems are:

- State Personnel (Governor's Agencies and the Cabinet)
- Florida Legislature
- Justice Administration Commission
- State Courts
- Florida Lottery
- State Universities

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

User ID/Password Access through Internet or external network

**IT Service Requirements Worksheet:
On-line Human Resource Management System**

- 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:

F.S. 119; HIPAA (Health Insurance Portability and Accountability Act)

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:

Service level metrics are reported on a monthly basis. The department reviews these metrics to ensure the metrics have been met and for any apparent anomalies.

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)*

Although the current service levels are adequate to meet the needs of our customers, the Department continues to monitor the service provider to find ways to improve upon customer 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
Data Warehouse Server Upgrade	This initiative is directed at replacing the current servers that support the People First Data Warehouse. The expected outcome is improved performance for loading and extracting.	08/18/2010	11/14/2010	Included as part of the contract at no additional cost to the state.
Medical Reimbursement Account Debit Card	This initiative is directed at implementing a debit card to replace the manual process used to request reimbursement for qualified medical reimbursement expenses.	12/08/2009	01/01/2010	Included as part of the contract at no additional cost to the state.
Performance Management System	This initiative is directed at upgrading the current Performance Management tracking system, with a fully integrated Performance Management system.	12/08/2009	06/30/2012	Included as part of the contract at no additional cost to the state.
Succession Planning System	This initiative is directed at implementing a Succession Planning module within the current People First system.	12/08/2009	06/30/2012	Included as part of the contract at no additional cost to the state.

**IT Service Requirements Worksheet:
On-line Human Resource Management System**

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 2009-10. 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.).

Funding is based on the employee FTE and OPS count by agency and is included in the GAA for each agency. Funds are transferred from each agency to DMS who pays the monthly invoices to NorthgateArinso, Inc.

5.2. Other comments

**IT Service Requirements Worksheet:
On-Line Position Classification Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

On-Line Position Classification 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	Oracle database and web 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).

This service provides pay and position classifications used by state agencies and other governmental entities, including listings of Career Service and Select Exempt Service class specifications. Information maintained by this service includes allocation factors, knowledge skills and abilities, examples of work and minimum classifications, class designations such as EEO job category, probationary period, collective bargaining unit, and schedule of salary ranges and pay range tables.

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. Unknown

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

**IT Service Requirements Worksheet:
On-Line Position Classification Service**

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

[Empty text box]

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

This database is provided to customer agencies for historical purposes and for agencies to use when classifying positions. Therefore, elements of this system must remain available through the Division's internet site.

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:

[Empty text box]

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) 8 - 5

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 8 - 5

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*)? 5 days

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

Little

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

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

[Empty text box]

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:

[Empty text box]

4. User/customer satisfaction

**IT Service Requirements Worksheet:
On-Line Position Classification 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:

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 2009-10. 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.).

Trust Funded

5.2. Other comments

**IT Service Requirements Worksheet:
On-Line Statewide Phone Directory Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

On-Line Statewide Phone Directory 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	SUN Servers	5	
2	Oracle Database Software	6	
3	Oracle Application Server	7	
4	Oracle Identity Management	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 provides development, maintenance, hosting and processing for making available the web-based statewide phone directory to the public.

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. 100,000 +

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?

The current system requirements and statutory requirements would have to be met. Current staff would need to be reassigned.

**IT Service Requirements Worksheet:
On-Line Statewide Phone Directory Service**

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:

Based on the current SLA with the SSRC for maintaining the health and availability of the servers and infrastructure; and help desk operations with specific response times.

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

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?

Unable to provide 411 directory data via the web

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

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

Florida Statute: 282.702 - 282.703

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:

Employees classified as "exempt" or "protected" are not included".

4. User/customer satisfaction

**IT Service Requirements Worksheet:
On-Line Statewide Phone Directory 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:

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 2009-10. 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.).

Funding Source: Communications Working Capital Trust Fund; costs are recovered as a SUNCOM overhead expense.

5.2. Other comments

**IT Service Requirements Worksheet:
Private Prison Contract Performance Monitoring Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Private Prison Contract Performance Monitoring 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	A Ruby/Rails and MySQL 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).

This service provides for contract performance monitoring of private prison services within the Specialized Service division within DMS.

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. 15

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?

A business case showing a greater value, and a change management plan.

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

**IT Service Requirements Worksheet:
Private Prison Contract Performance Monitoring 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:

Only the SLAs with the SSRC for health and availability of server and infrastructure, and a service desk available with required response times.

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) 0700-1700
- 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*)? 1 day

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

Monitoring operation would be limited.

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 privacy policies or restrictions applicable to this IT Service?

- Yes No

3.2.5.1. If yes, please specify and describe:

HIPPA, Information exempt from public records

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:

**IT Service Requirements Worksheet:
Private Prison Contract Performance Monitoring Service**

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 2009-10. 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

**IT Service Requirements Worksheet:
Real Estate Property Asset Tracking and Management Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Real Estate Property Asset Tracking and Management Service

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Oracle-based – In-house developed application for facility information processing and management.	8	Georgia/Florida’s Read Key Pro security/access control system.
2	Siemen’s Insight Apogee Environmental Monitoring system	9	Honeywell’s XBSI security/access control system.
3	ABC Total Control Environmental Monitoring system	10	Siemen’s Pyrotronics CXL Fire Alarm system.
4	Trane Tracer Environmental Monitoring system	11	Siemen’s NCC Pyrotronics Fire Alarm system.
5	Johnson Controls Metasys Environmental Monitoring system	12	SIS Alarm Center Fire Alarm system.
6	SquareD’s Power Logic power monitoring system	13	Honeywell’s EBI security/access control system.
7	Card Key’s Pegasus 1000 security/access control system	14	Honeywell’s DVM video monitoring system.

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 for the management and tracking of real estate property assets for the state of Florida, including leasing, operations and maintenance, work order tracking, paid parking, project management, fixed capital outlay tracking, and state facility inventory. This service also provides for environmental, power, security, and fire monitoring and control.

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. 400+

1.5. How many locations currently host this service? 2

2. Service Unique to Agency

**IT Service Requirements Worksheet:
Real Estate Property Asset Tracking and Management Service**

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?

The expertise is in-house for this service application and cannot be performed by any other. Statutory and the budget process require a unique and adaptable system to the State of Florida.

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:

SSRC SLAs are in place for ensuring the health and availability of the server, storage, and infrastructure. They must also have a help desk in place with specific turnaround times.

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) normal 0730 – 1830

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 0800-2100

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?

Real Estate Development unit would not be able to perform operational functions associated with leasing, paid parking, management reporting, etc.

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

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

This service allows the Real Estate Development division to comply with Chapters 215, 255, 272, 281, 287 and 288 Florida Statutes.

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 _____

**IT Service Requirements Worksheet:
Real Estate Property Asset Tracking and Management 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:

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:

Work order processing system tracks the performance and utilizes a survey function to check on customer satisfaction. Also, follow up calls are completed for a sample of completed work orders. FACT web-based reports provide client agency status of project and leasing activities.

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 2009-10. 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.).

The Architects Incidental Trust Fund and the Supervision Trust Fund are the funding sources.

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Retirement Benefits IT Service

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Retirement Benefits IT Service

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

Identify all major IT application systems (custom developed or commercial software) that are included (in whole or part) in this IT Service:			
1	Dell Intel Server with Red Hat Linux operating system	7	Global360 ViewStar document management system
2	Oracle 11g database management system	8	Sybase PowerBuilder
3	Dell Intel Server with Microsoft Windows 2000, 2003 Server operating systems	9	Microsoft Visual Studio .NET
4	Microsoft SQL Server	10	Microsoft Visual SourceSafe
5	Crystal Reports	11	Quest SQL Navigator
6	Adobe Central Pro Output Server	12	MS-Access

1. IT Service Definition

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

The Division of Retirement’s core function is to administer state-wide retirement programs, including the Florida Retirement System (FRS), the fourth largest public state retirement system in the nation, comprised of more than 993,000 active and retired employees of 976 state, county, district school board, community college, city, and special district agencies. The Division also administers the State University System Optional Retirement Program, the Senior Management Service Optional Annuity Program, the Retiree Health Insurance Subsidy Program, and the Municipal Police and Firefighters’ Premium Tax Program. Additionally, the Division provides oversight of the actuarially sound funding of 501 local government retirement systems. The services provided by the Division to the more than 993,000 active and retired FRS members and their 976 employing agencies cover the lifetime employment of the FRS member, often spanning 30 years or more, and lasting until the death of the member and their beneficiary. All of the services provided by the Division, from enrolling members, managing and auditing employer contributions, keeping detailed records on every member, calculating estimates and final retirement benefits, analyzing and supporting legislation, publishing materials, maintaining a sophisticated and fully automated electronic retirement system and effectively educating and communicating with thousands of participants and other interested parties every year, culminate in providing a monthly retirement benefit to more than 304,000 retired members or their beneficiaries.

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

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Retirement Benefits IT Service

- Central IT staff
- Program staff
- Other state agency (*non-primary data center*)
- Other External Service Provider (*specify*) Deloitte
- Northwood Shared Resource Center
- Southwood Shared Resource Center
- Northwest Regional Data Center

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 5.3)

1.4. Please identify the number of users of this service. 206;
external Web application over 400 hundred thousand

1.5. How many locations currently host this service? 2

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?

Service level agreement already in place with current IT provider would transfer to new IT service provider.

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:

See attached service level 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

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 1800-2000
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**)? 15 min

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Retirement Benefits IT Service

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

Customer service to 993,000 active FRS Members, more than 304,000 Retirees, 976 participating Employers, and 300 other vendors would be unavailable.

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 **FTP Services**

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 and state statutes restrict personal sensitive/confidential information from being disseminated without proper authorization.

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 Management Status Report from Deloitte to Division Management

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, resource, or process associated with this IT service. *Please indicate the D3-A issue number in the Description for any projects that require funds in a legislative budget request for FY 2011-12.*

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete
Case Study for IRIS Redesign	Case Study for IRIS Redesign	07/01/2010	06/30/2011	500,000

5. Additional Information

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Retirement Benefits IT Service

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, and describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12

FRS Operating Trust Fund and the Police and Firefighters' Premium Tax Trust Fund are the funding sources.

5.2. Please indicate whether there is a cost recovery or cost allocation plan for this service, and describe any anticipated adjustments or needed changes in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.)

There are no cost recovery or cost allocation plans for this service.

5.3. Other pertinent information related to this service

**IT Service Requirements Worksheet:
State Fleet Tracking and Management Service**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

State Fleet Tracking and 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	VinPower (software)	5	Intel Server (hardware)
2	Unisys (Dorado 430) (hardware & software)	6	MS Visual Basic 6.0 (software)
3	Experts Exchange (knowledge base)	7	PDF995 (software)
4	MS Windows Server 2003 (software)	8	Unicon LOUIS II (Software)

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 for the tracking and management of state vehicles and other equipment.

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.

1000+

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?

A business case must be provided that shows better value and change management plan.

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

**IT Service Requirements Worksheet:
State Fleet Tracking and Management 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:

SSRC service levels of health and availability of servers and infrastructure; availability of a help desk with prescribed turnaround times.

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) 0600 - 1800
- 3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 16/5

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?

State agency customers are unable to access fleet mgmt information.

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 privacy policies or restrictions applicable to this IT Service?

- Yes No

3.2.5.1. If yes, please specify and describe:

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:

**IT Service Requirements Worksheet:
State Fleet Tracking and Management Service**

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 2009-10. 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.).

Trust Fund – Agencies are invoiced \$1.75 per vehicle per month.

5.2. Other comments

**IT Service Requirements Worksheet:
Telecommunications and Radio Services**

Dept/Agency: **Department of Management Services**
 Submitted by: **Joe Wright, Chief Information Officer; Brenda Jackson, Sr. Mgmt Analyst**
 Phone: **(850) 413-9169; (850) 410-0803**
 Date submitted: **October 15, 2010**

Telecommunications and Radio Services – Back Office and Engineering Support

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	SUN Servers	15	BIND DNS Services
2	Oracle Database Software	16	NAGIOS
3	Oracle Application Server	17	Cacti
4	Microsoft Access	18	RANCID
5	Windows Servers	19	WireShark
6	Windows .NET Web Services	20	RADIUS
7	Sybase PowerBuilder	21	Mailman
8	GenTran Mentor	22	Apache
9	SQL Navigator	23	EJabber
10	Zend Application Server	24	Rsync
11	Visual Basic 5	25	Perl
12	Visual Basic.NET	26	NetFlow
13	Visual Basic for Applications - Excel	27	SNMP
14	Linux servers	28	MySQL

1. IT Service Definition

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

This core IT Service provides efficient and cost effective data processing for the collection of orders, storage of inventory, creation of invoices, and tracking of vendor and customer payments. Engineering support tools/applications complete Telecommunications and Radio Services operational functions.

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.

7000

**IT Service Requirements Worksheet:
Telecommunications and Radio Services**

1.5. How many locations currently host this service? _____

1 (+1 DR)

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?

DIVTEL is best positioned, due to complex specialized telecommunications industry, to provide invoicing/billing to State Agencies and other eligible users from a variety of Telecom Industry service providers.

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:

SSRC SLAs call for maintaining the health and availability of the servers and infrastructure, and a help desk that adheres to response time standards.

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) 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*)? 30 min

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

Inability to create invoices; inability for our customers to receive and view invoices; inability for our customers to order new service, review order status, and submit changes

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

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

Florida Statute: 282.702 - 282.707, 282.711

Florida Administrative Code: Chapter 60FF-1 and 60FF-2

**IT Service Requirements Worksheet:
Telecommunications and Radio Services**

Proprietary confidential service provider fee information pursuant to s. 365.172, 174, FS.

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 Row level data access

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:

View of law enforcement voice and data utilization related to ongoing investigative work restricted

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:

Customer satisfaction surveys – produced annually

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
OaSIS Custom Bill Generation	New streamlined bill processing system incorporating functionality from multiple disparate billing systems.	3/4/2010	2/10/2011	\$230,126.65
Mobile Vendor Integration	Standardized platform to enable wireless provider integration with SUNCOM	7/13/2010	9/22/2010	\$27,140.00
The Shop	Replace: Current customer order submission system Current order management and circuit processing system, due to changes in order processing and network management procedures <i>This does not include all services migrated.</i>	11/16/2009	12/27/2010	\$220,300.80

**IT Service Requirements Worksheet:
Telecommunications and Radio Services**

FRIP Reprogramming	Upgrading from a DOS based language.	1/1/2009	11/1/2010	750 hours internal staff
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The above costs are reflected in the recurring costs in the Schedule IV-C Strategic spreadsheet.

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 2011-12. 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.).

Cost recovery plans are in place for the Communications Working Capital Trust Fund that fund the systems support provided for all services. No anticipated changes for fiscal year 10-11.
SLERS Trust Fund

5.2. Other comments

Schedule VII: Agency Litigation Inventory

For directions on completing this schedule, please see the "Legislative Budget Request (LBR) Instructions" located on the Governor's website.

Agency:	Department of Management Services		
Contact Person:	Matthew F. Minno	Phone Number:	(850) 922-6617
Names of the Case: (If no case name, list the names of the plaintiff and defendant.)	Tallahassee Corporate Center, LLC, as successor to CRT Properties, Inc., a Florida corporation v. State of Florida, Department of Management Services		
Court with Jurisdiction:	Second Judicial Circuit in and for Leon County Florida		
Case Number:	09 CA 2649		
Summary of the Complaint:	<p>This is a declaratory action involving interpretation of the master lease for the Koger Center. The issues involve potential excess utility charges (with related expenses) and sub metering costs. There are meritorious defenses to the claims. The lease allows for 18 KWH per sq. foot as an allowance. The issues involve the details in how total usage is measured and whether the State of Florida tenants have exceeded the allowance. If they have exceeded the allowance, how are expenses calculated and what do they include? This is the subject of multiple and different interpretations. By way of example, some of the buildings share an electric meter with private tenants. According to the defense, equitable division of the charges would not exceed the allowance. Similarly, excess charges should not include wear and tear and depreciation of the existing equipment.</p> <p>The payment of separate sub metering and other expenses are only activated (according to the defense) once the utility usage has exceeded 18 KWH per sq. ft.</p>		
Amount of the Claim:	\$ Complaint seeks over \$4,600,000.00 for expenses (including sub metering)		
Specific Statutes or Laws (including GAA) Challenged:			
Status of the Case:	Motion to Dismiss and discovery pending. No trial date set.		
Who is representing (of record) the state in this lawsuit? Check all that	<input checked="" type="checkbox"/>	Agency Counsel Matthew F. Minno, Esq. Cliff A. Taylor, Esq.	
	<input type="checkbox"/>	Office of the Attorney General or Division of Risk Management	

apply.		Outside Contract Counsel
If the lawsuit is a class action (whether the class is certified or not), provide the name of the firm or firms representing the plaintiff(s).		

Office of Policy and Budget – July 2009

Schedule VII: Agency Litigation Inventory

For directions on completing this schedule, please see the "Legislative Budget Request (LBR) Instructions" located on the Governor's website.

Agency:	Department of Management Services		
Contact Person:	Cliff Taylor Chief of Litigation	Phone Number:	(850) 488-7281
Names of the Case: (If no case name, list the names of the plaintiff and defendant.)	Loncoleman Corporation vs. DMS (Leon Circuit)		
Court with Jurisdiction:	Second Judicial Circuit – Leon County		
Case Number:	04 CA 756 – Leon County		
Summary of the Complaint:	Loncoleman Corporation sued DMS for failure to pay 4 months and one week of invoices for maintenance at the Capital Center Office complex at Southwood for an approximate amount of 1.5 million dollars. DMS has countersued for costs expended for mediation of a mold problem within the HVAC systems of the complex for an approximate amount of 3.5 million.		
Amount of the Claim:	1.5 million for Plaintiff. 3.5 million for DMS. I am available for further information at your convenience. (Cliff Taylor 488-7281)		
Specific Statutes or Laws (including GAA) Challenged:	Breach of Contract Action, Fraud, Nuisance		
Status of the Case:	At Plaintiff's request, the trial scheduled for the week of January 19, 2010 was continued to the week of November 15, 2010. This 1.5 million dollar claim is subject to rigorous defenses.		
Who is representing (of record) the state in this lawsuit? Check all that apply.	<input checked="" type="checkbox"/>	Agency Counsel	
	<input type="checkbox"/>	Office of the Attorney General or Division of Risk Management	
	<input type="checkbox"/>	Outside Contract Counsel	
If the lawsuit is a class action (whether the class is certified or not), provide the name of the firm or firms representing the plaintiff(s).			

Office of Policy and Budget – July, 2006

Schedule VII: Agency Litigation Inventory

For directions on completing this schedule, please see the "Legislative Budget Request (LBR) Instructions" located on the Governor's website.

Agency:	Florida Commission on Human Relations		
Contact Person:	L.F. Kranert, Jr., Esq.	Phone Number:	850-488-7082
Names of the Case: (If no case name, list the names of the plaintiff and defendant.)	Dana Hughes vs. Florida Commission on Human Relations		
Court with Jurisdiction:	2 nd Judicial Circuit in and for Leon County, Florida		
Case Number:	10-CA-1254		
Summary of the Complaint:	Former Employee discharged for divulging protected Health Information and related documents confidential by law brought suit for wrongful termination of employment		
Amount of the Claim:	Jurisdictional limits of Circuit Court – amount undetermined		
Specific Statutes or Laws (including GAA) Challenged:	None- General Civil action for wrongful termination Record Confidentiality Chapter 760, Florida Statutes and Federal HIPAA laws		
Status of the Case:	In discovery phase. No trial date set		
Who is representing (of record) the state in this lawsuit? Check all that apply.	<input type="checkbox"/>	Agency Counsel	
	<input checked="" type="checkbox"/>	Office of the Attorney General or Division of Risk Management	
	<input type="checkbox"/>	Outside Contract Counsel	
If the lawsuit is a class action (whether the class is certified or not), provide the name of the firm or firms representing the plaintiff(s).	N/A		

Schedule VII: Agency Litigation Inventory

For directions on completing this schedule, please see the "Legislative Budget Request (LBR) Instructions" located on the Governor's website.

Agency:	Florida Commission on Human Relations		
Contact Person:	L.F. Kranert, Jr., Esq.	Phone Number:	850-488-7082
Names of the Case: (If no case name, list the names of the plaintiff and defendant.)	Jacqueline Paramore vs. Florida Commission on Human Relations		
Court with Jurisdiction:	US District Court – Northern District of Florida		
Case Number:	4:10-CV-00163		
Summary of the Complaint:	Former employee whose position was deleted by the Legislature brought suit for wrongful termination and Discrimination based on Sex [female} and Race {Black]		
Amount of the Claim:	Jurisdictional limits of Court – amount undetermined		
Specific Statutes or Laws (including GAA) Challenged:	General Civil action for wrongful termination FS Chapter 760 applies to claim of employment discrimination		
Status of the Case:	In discovery phase. Trial date set for April 2012		
Who is representing (of record) the state in this lawsuit? Check all that apply.	<input type="checkbox"/>	Agency Counsel	
	<input checked="" type="checkbox"/>	Office of the Attorney General or Division of Risk Management	
	<input type="checkbox"/>	Outside Contract Counsel	
If the lawsuit is a class action (whether the class is certified or not), provide the name of the firm or firms representing the plaintiff(s).	N/A		

**DEPARTMENT OF MANAGEMENT SERVICES
 ORGANIZATION CHARTS (2011-2012 FY LBR Submission/October 2010)
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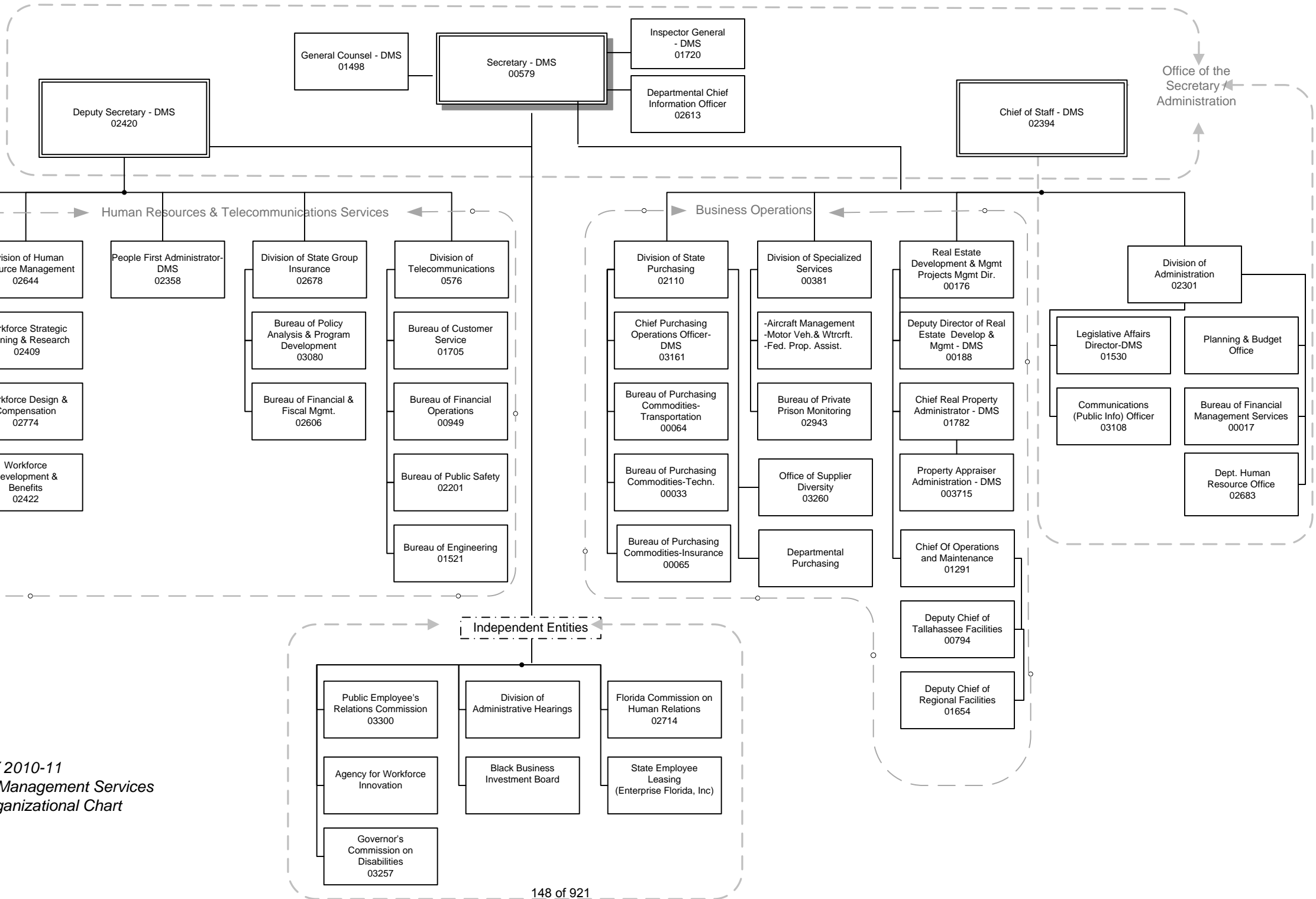
20.22 Department of Management Services.--There is created a Department of Management Services.

(1) The head of the Department of Management Services is the Secretary of Management Services, who shall be appointed by the Governor, subject to confirmation by the Senate, and shall serve at the pleasure of the Governor.

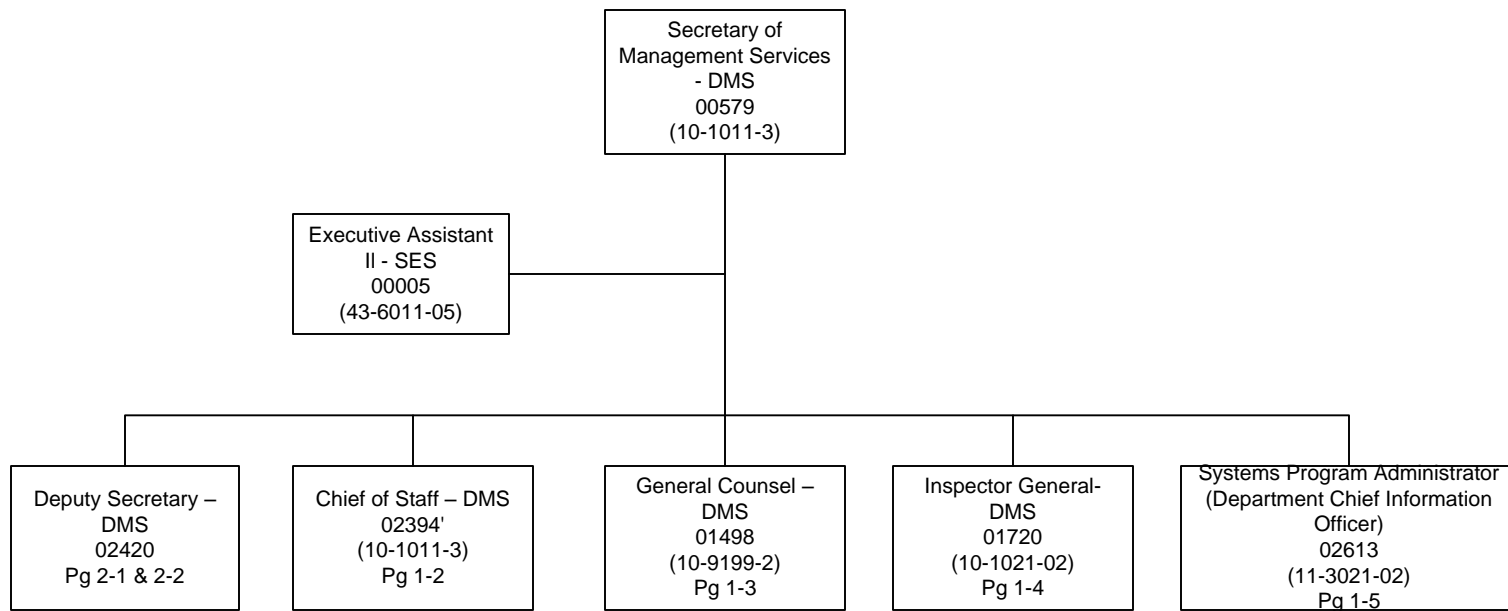
(2) The following divisions and programs within the Department of Management Services are established:

- (a) Facilities Program.
- (b) Technology Program.
- (c) Workforce Program.
- (d)1. Support Program.
- 2. Federal Property Assistance Program.
- (e) Administration Program.
- (f) Division of Administrative Hearings.
- (g) Division of Retirement.
- (h) Division of State Group Insurance.

(3) The duties of the Chief Labor Negotiator shall be determined by the Secretary of Management Services, and must include, but need not be limited to, the representation of the Governor as the public employer in collective bargaining negotiations pursuant to the provisions of chapter 447.



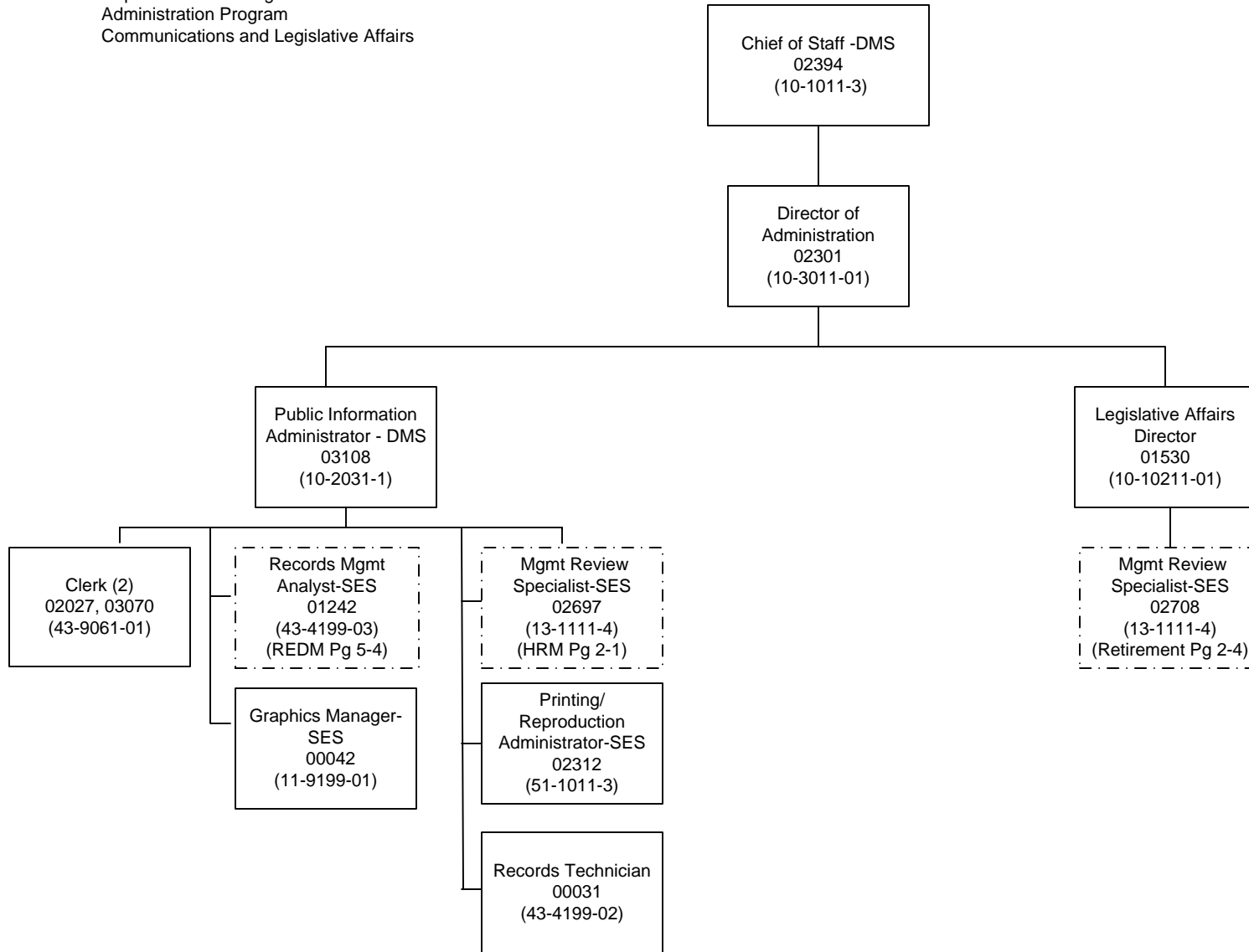
FY 2010-11
 Department of Management Services
 Agency Organizational Chart

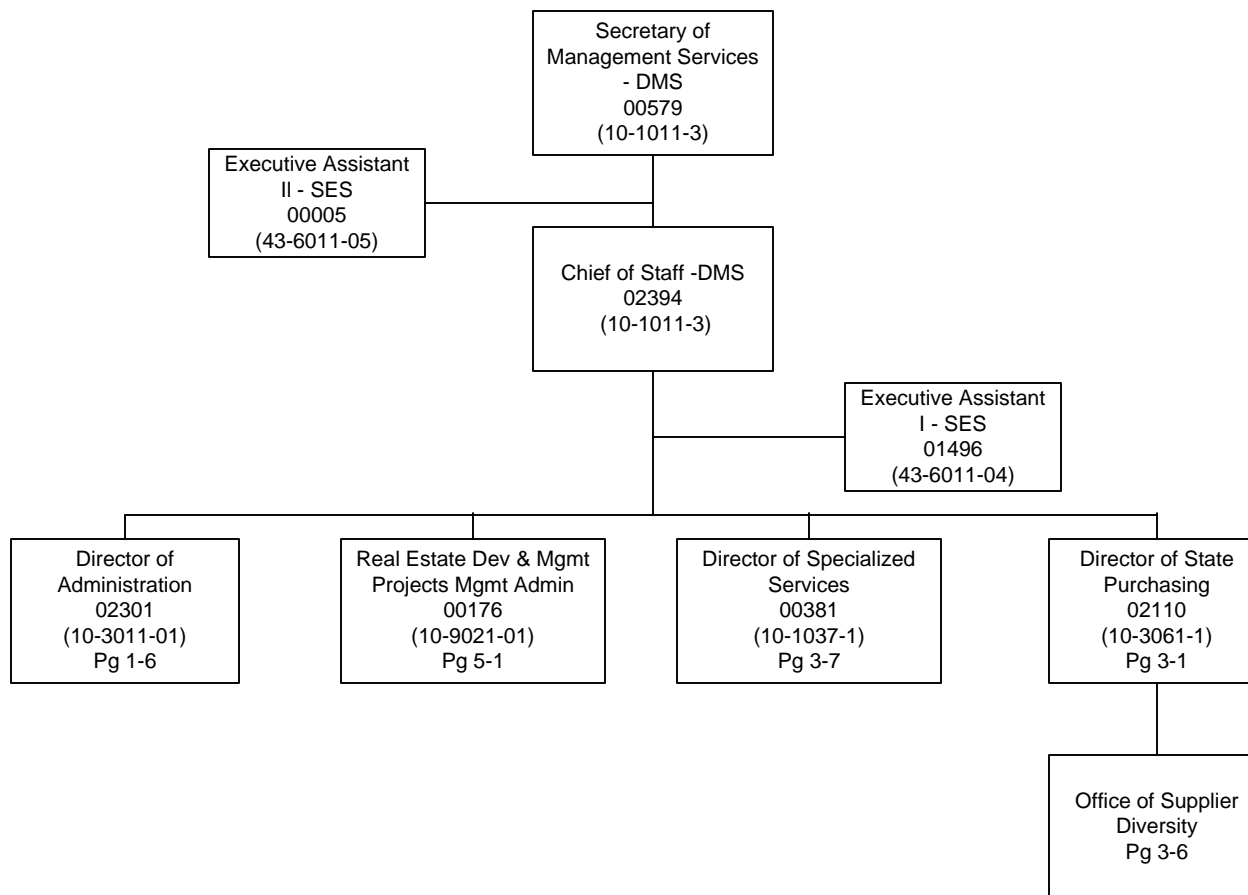


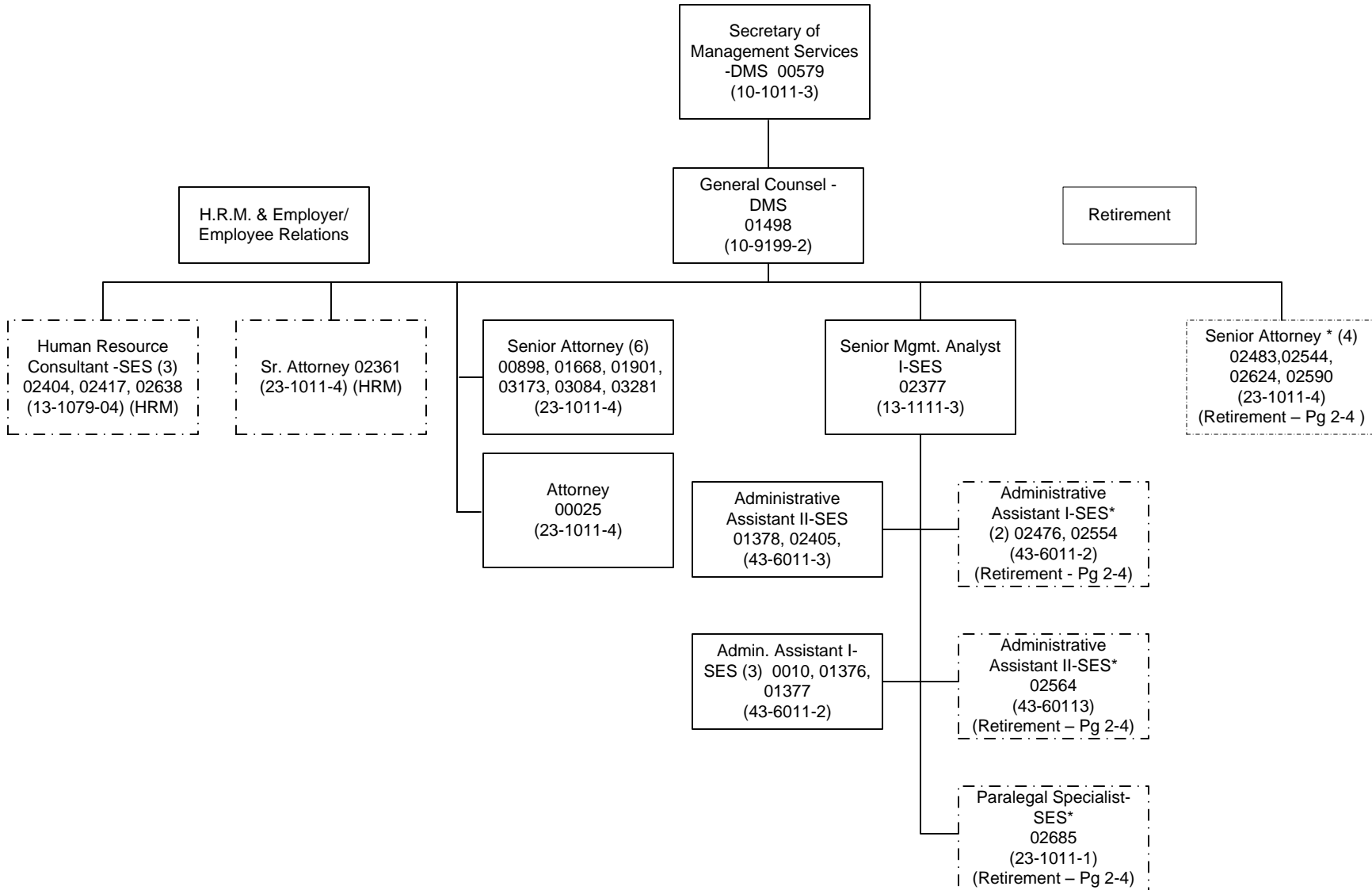
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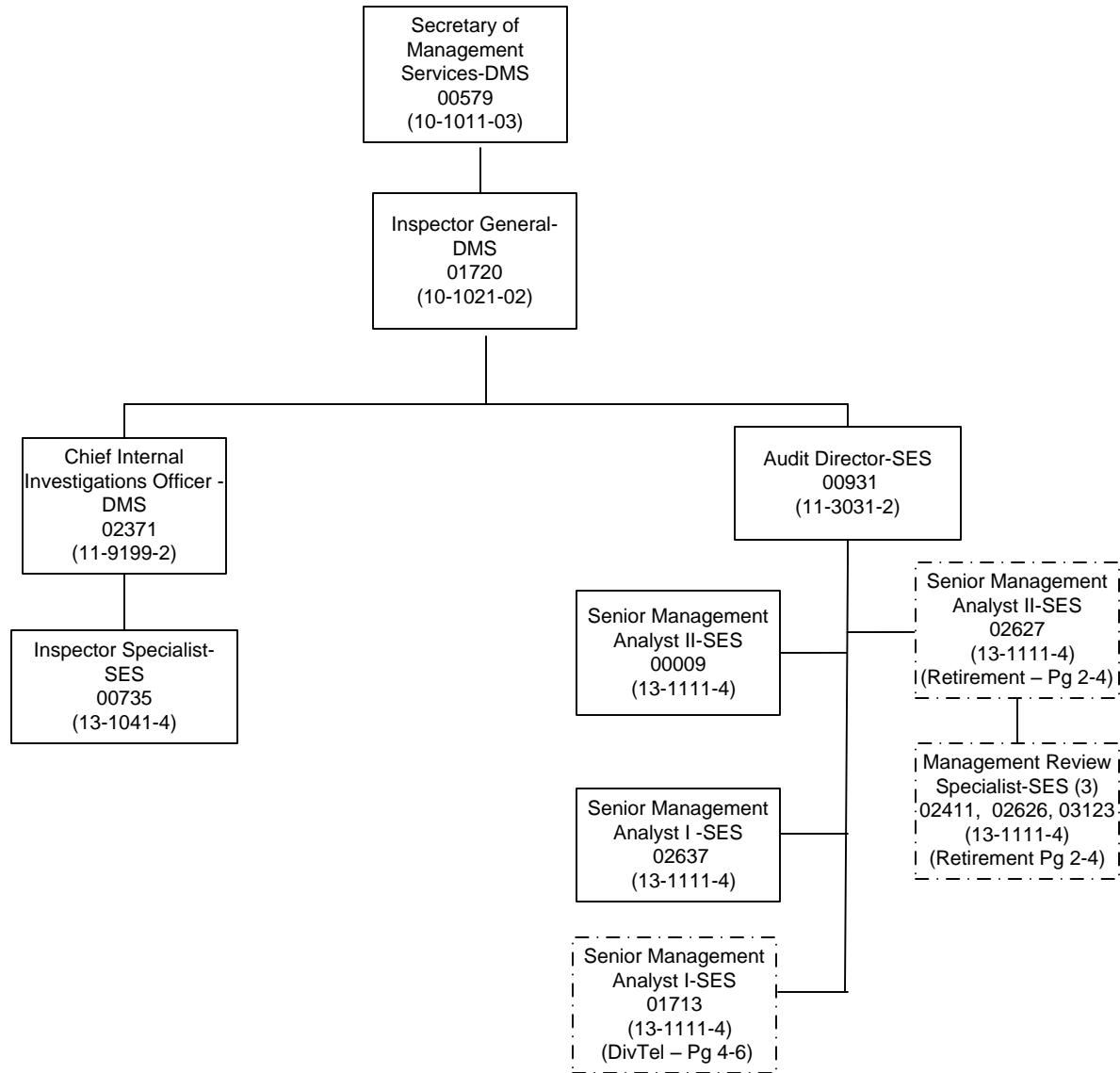
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Department of Management Services
Administration Program
Communications and Legislative Affairs





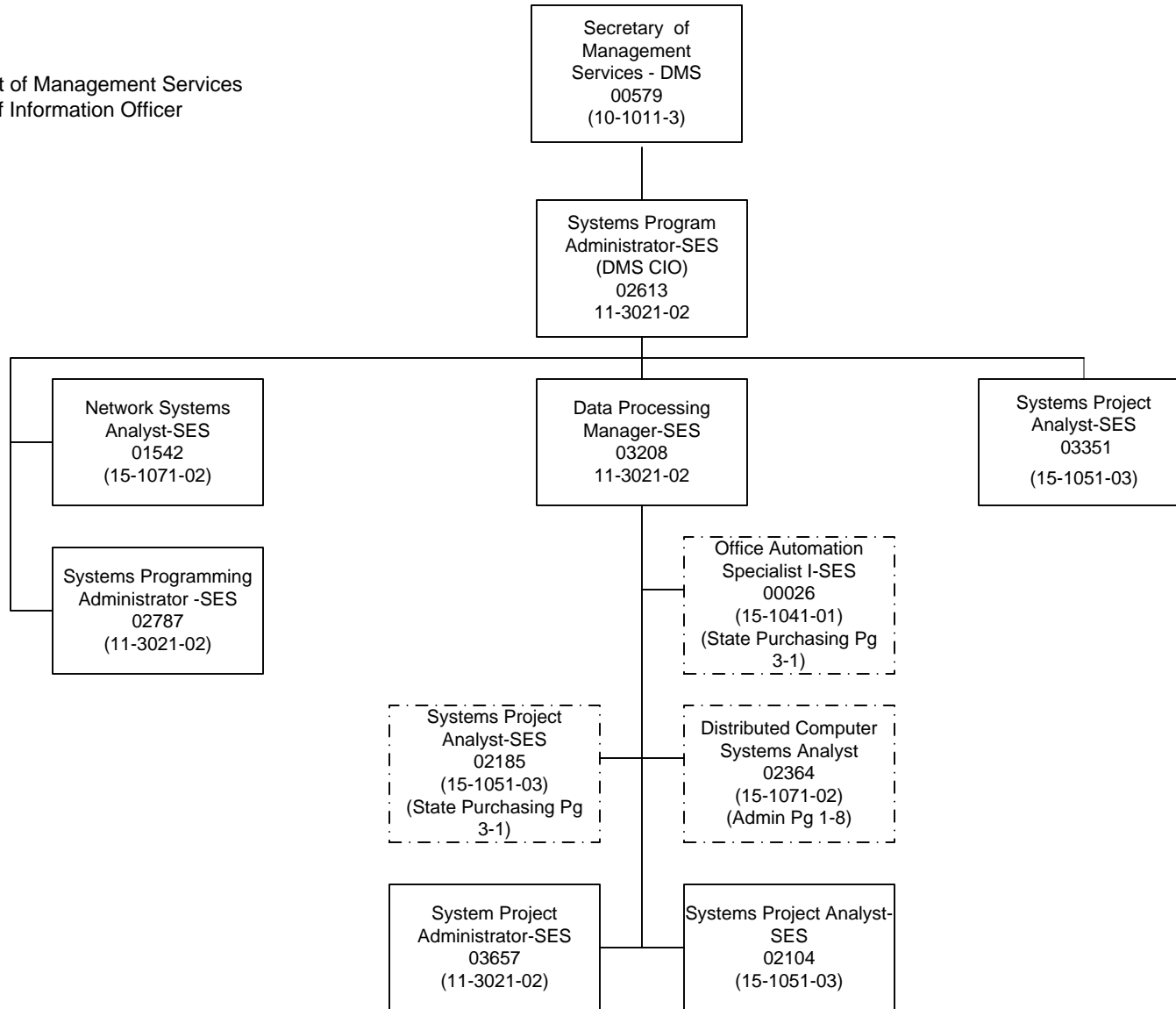




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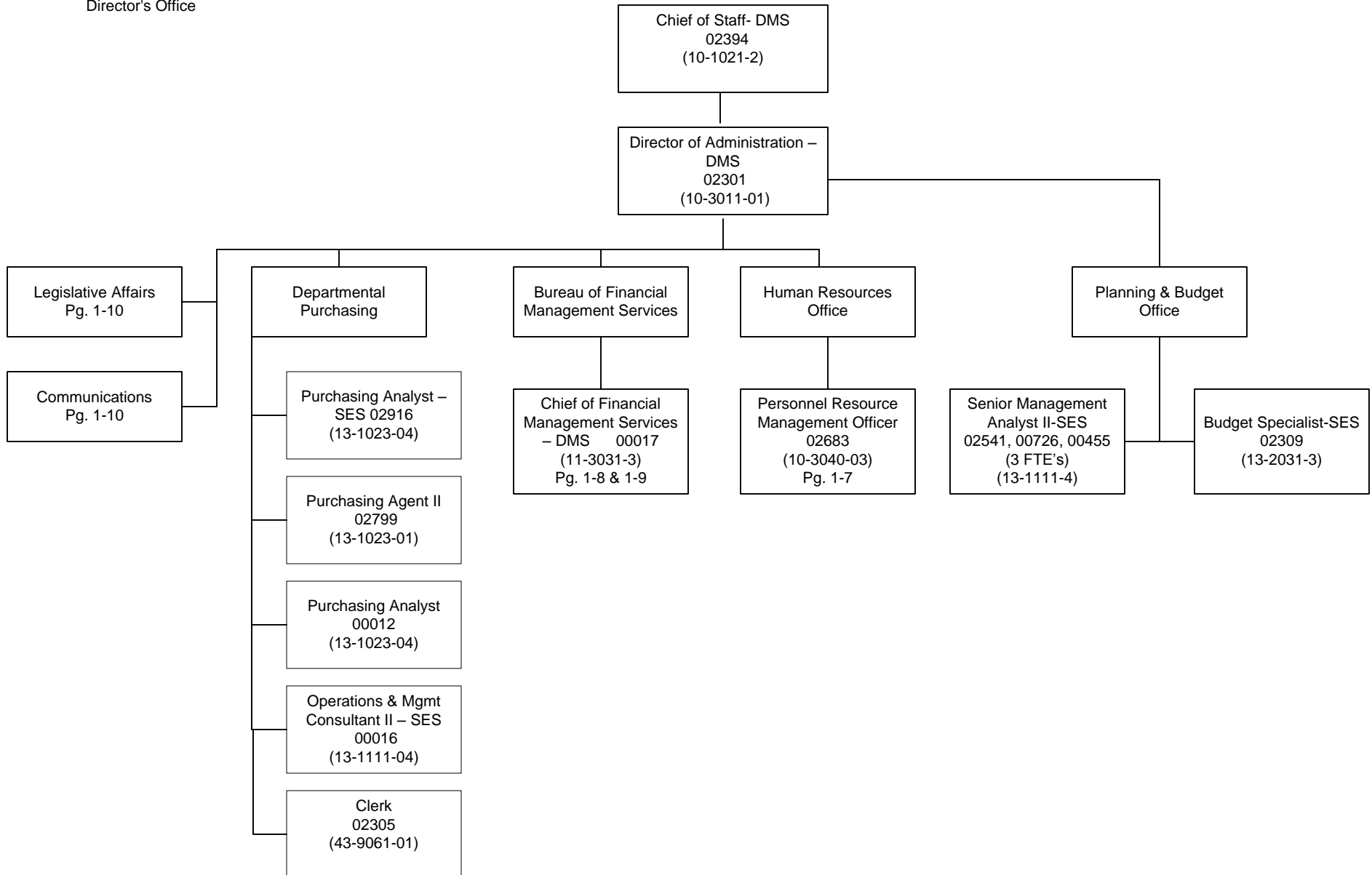
Department of Management Services
Chief Information Officer

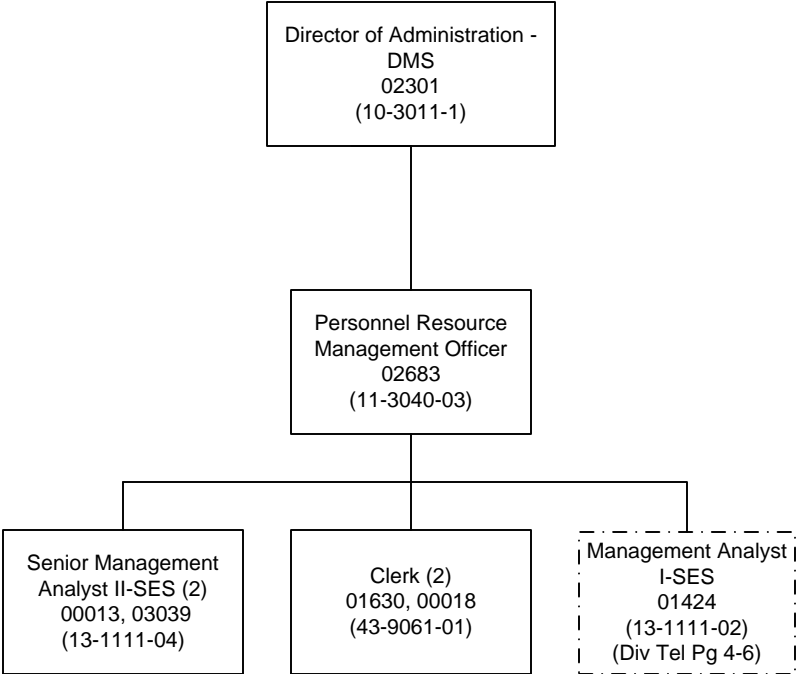


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Department of Management Services
Administration Program
Director's Office

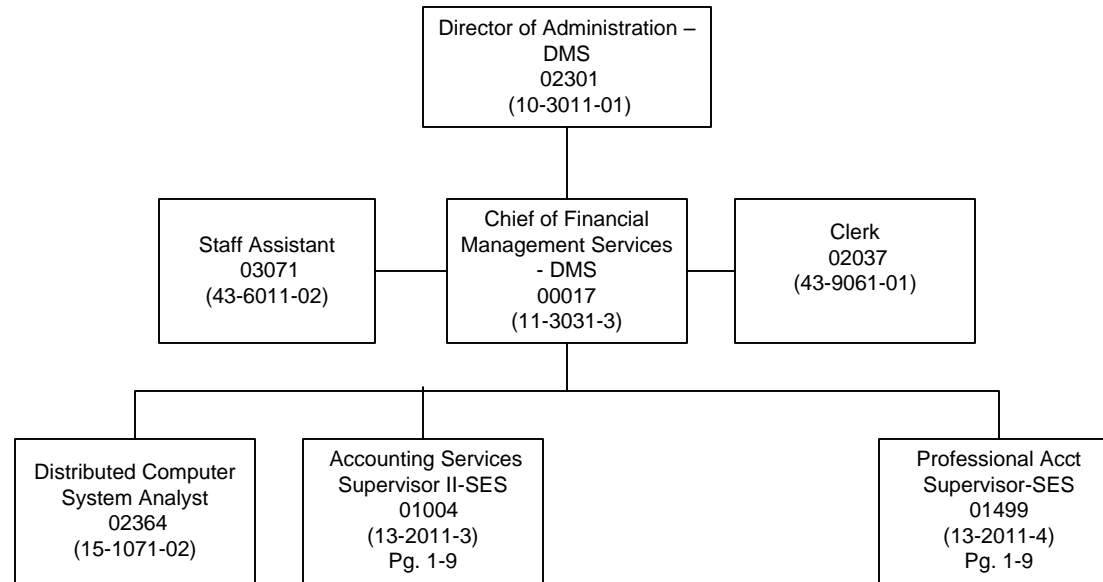


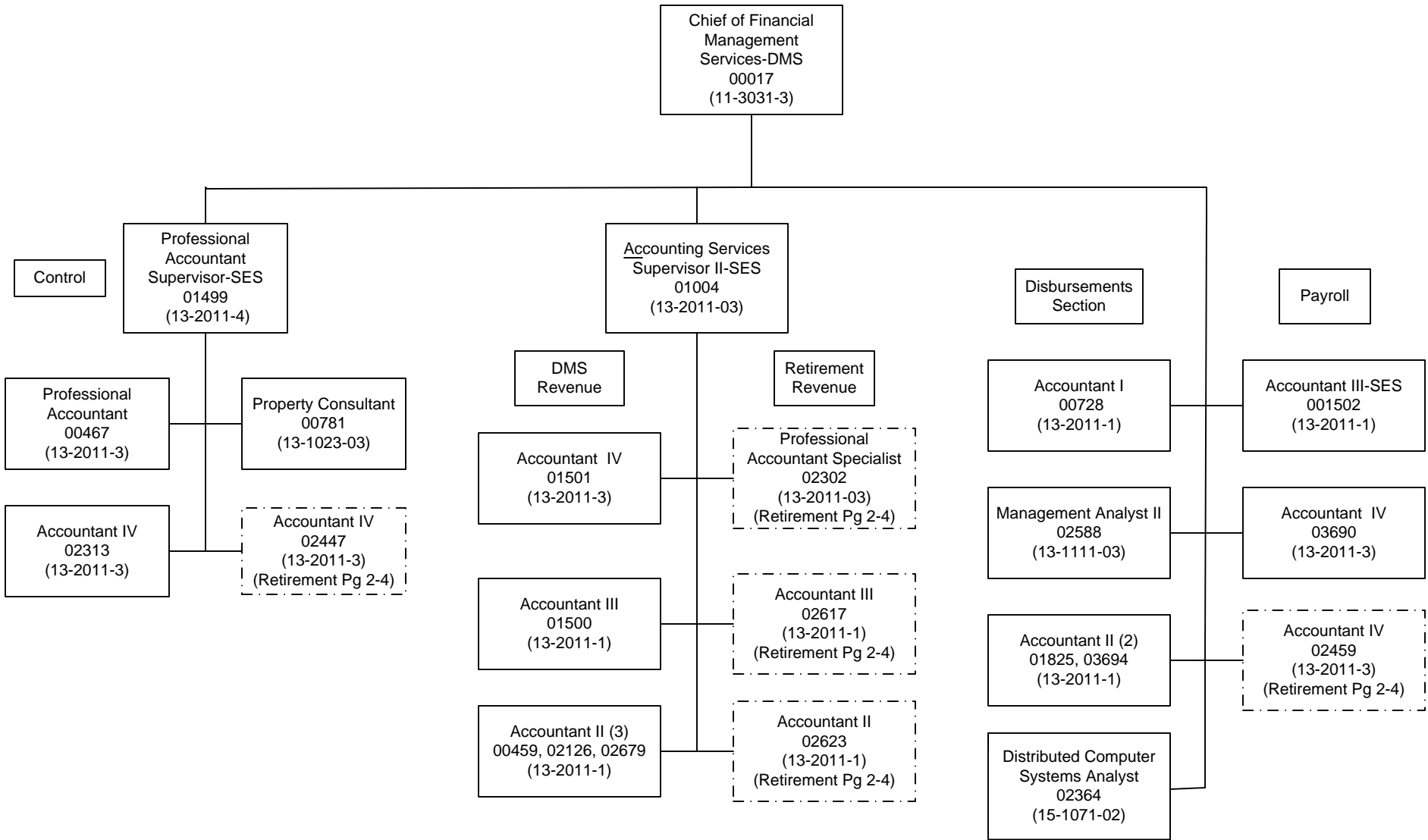


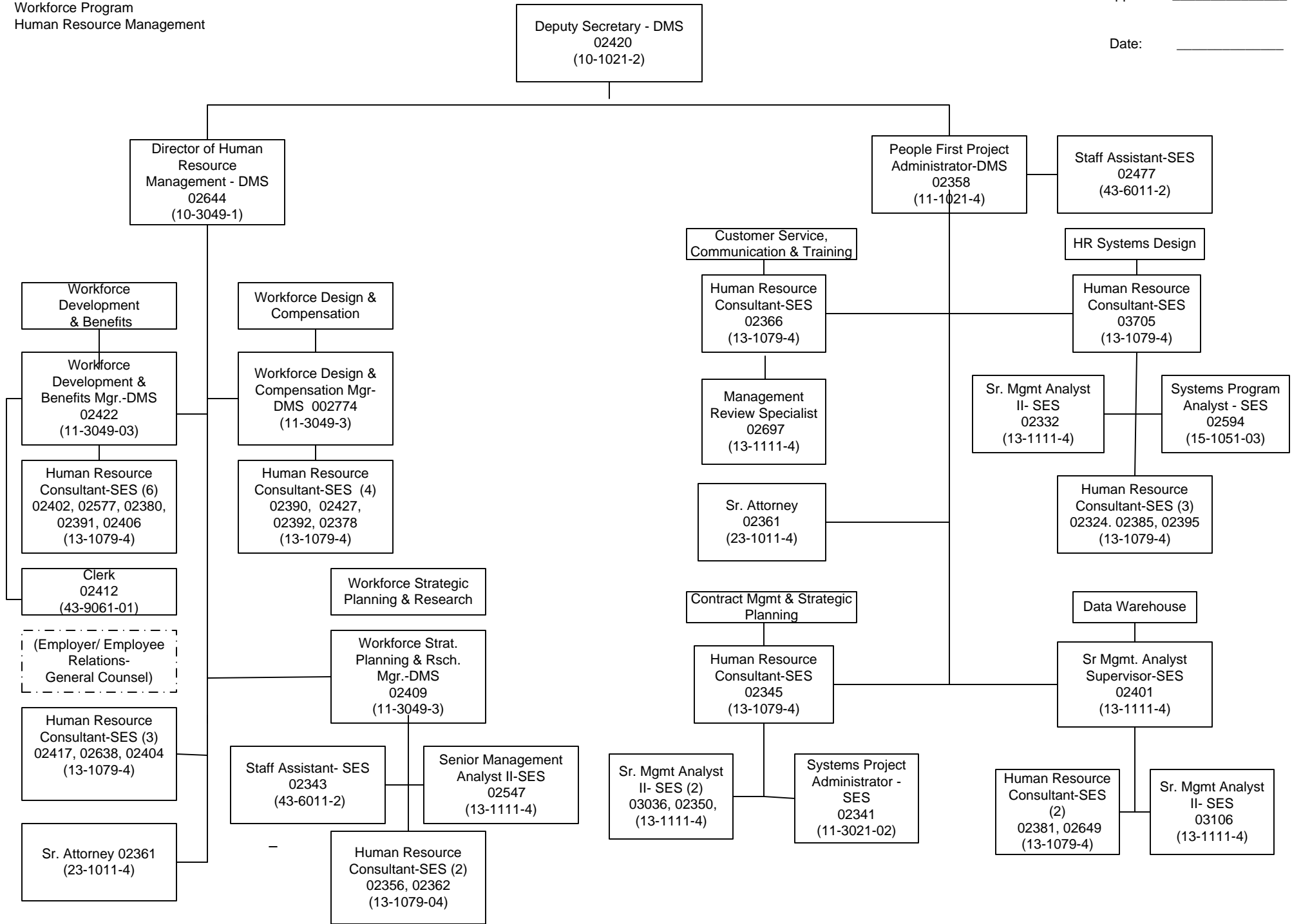
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Department of Management Services
Bureau of Financial Management Services

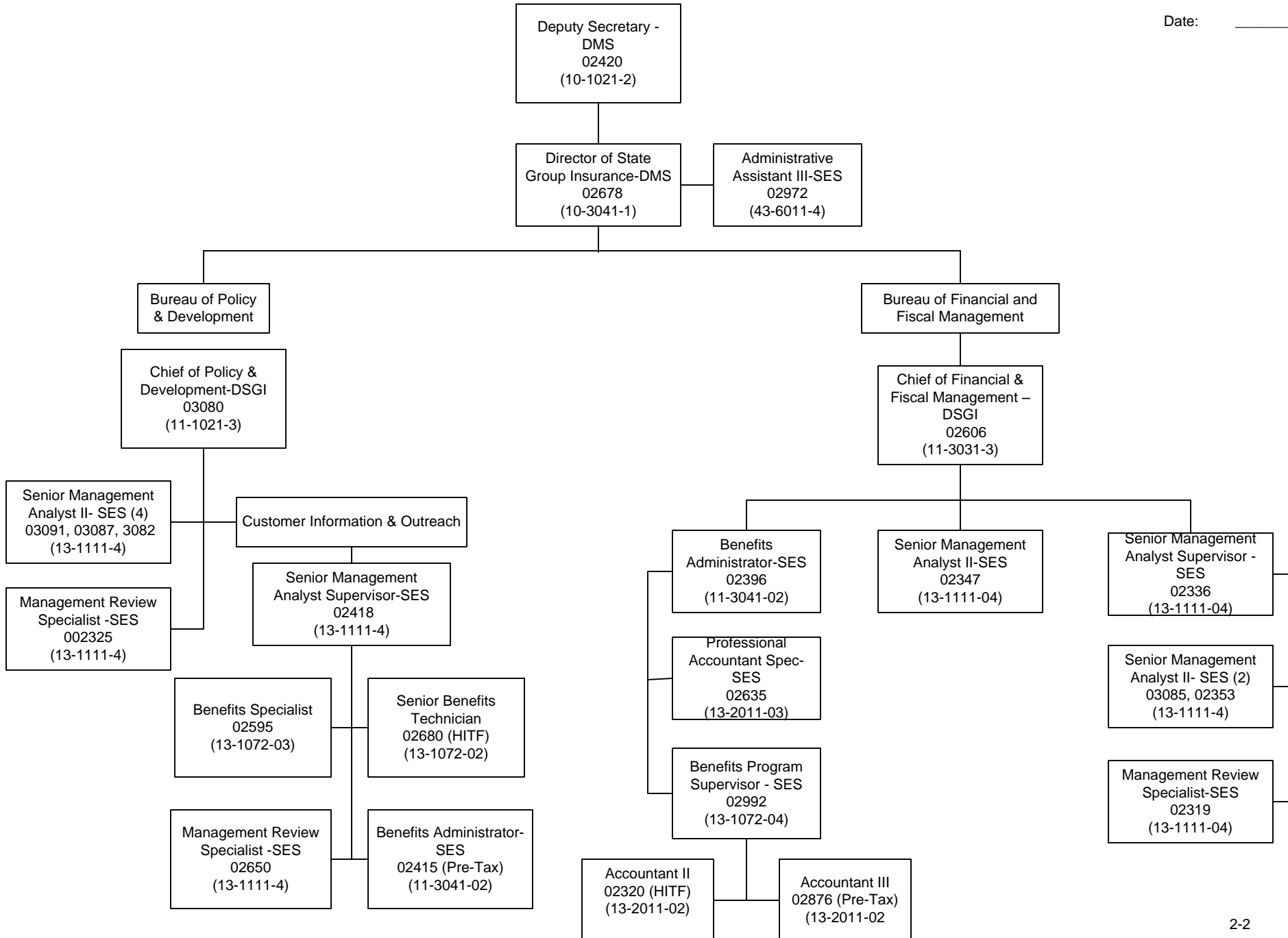


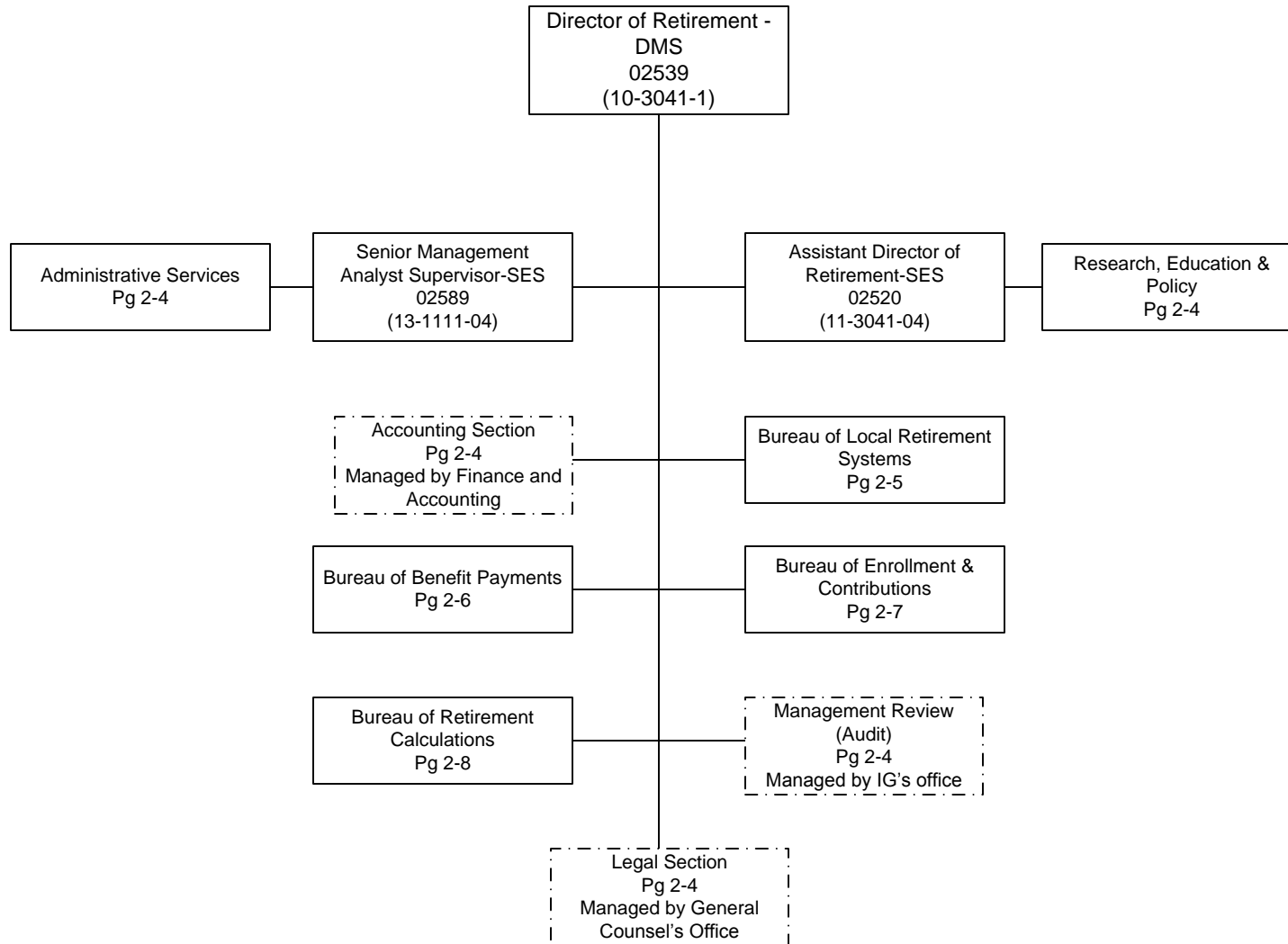


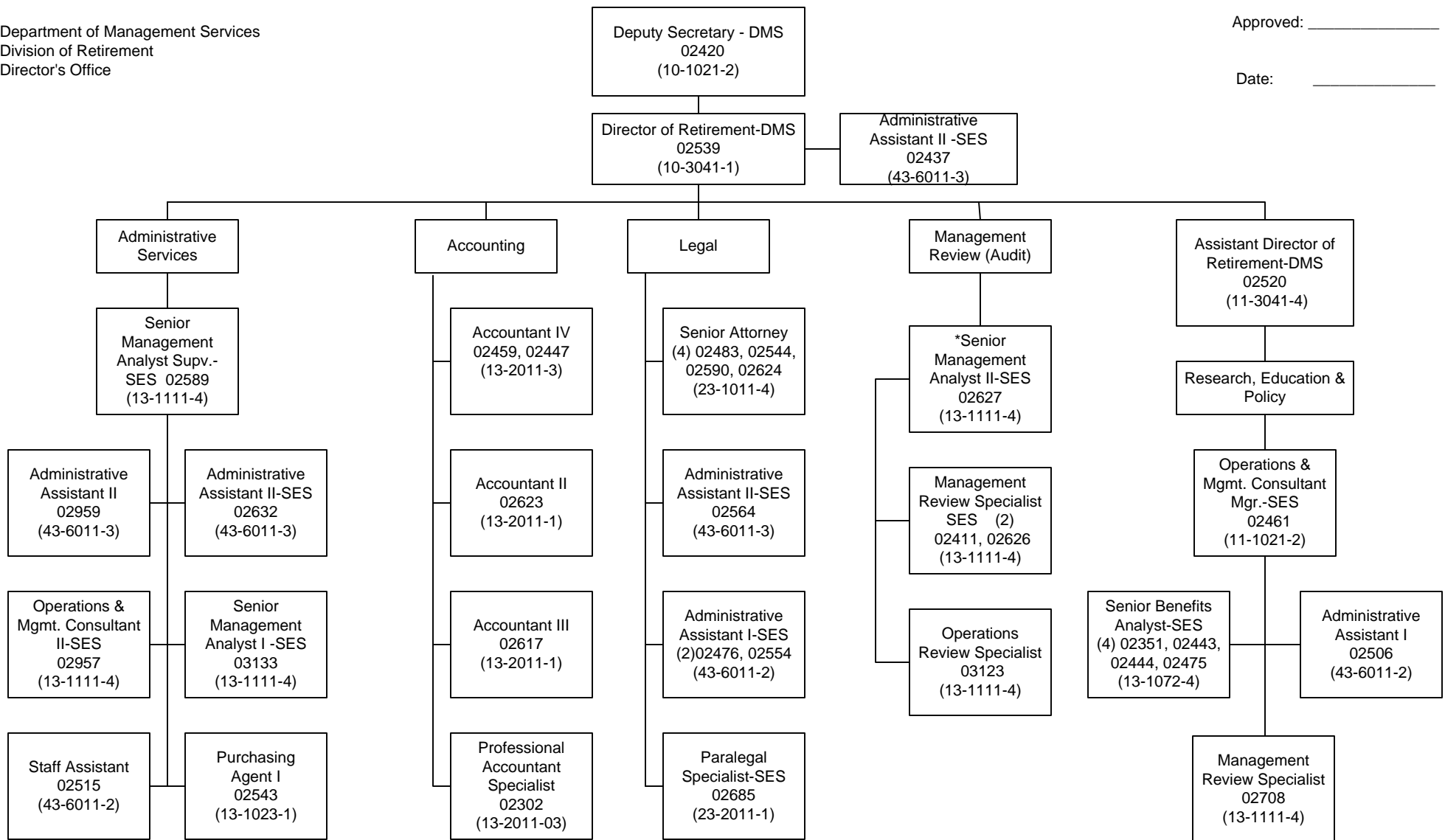


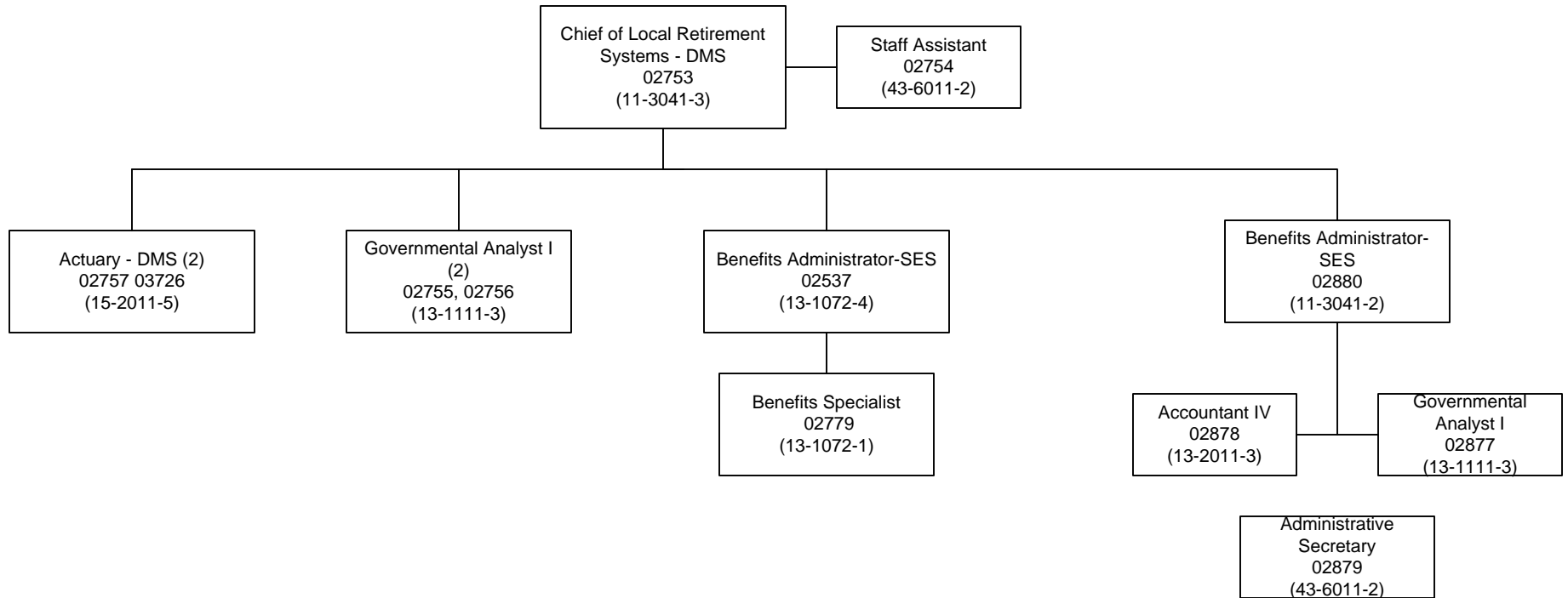
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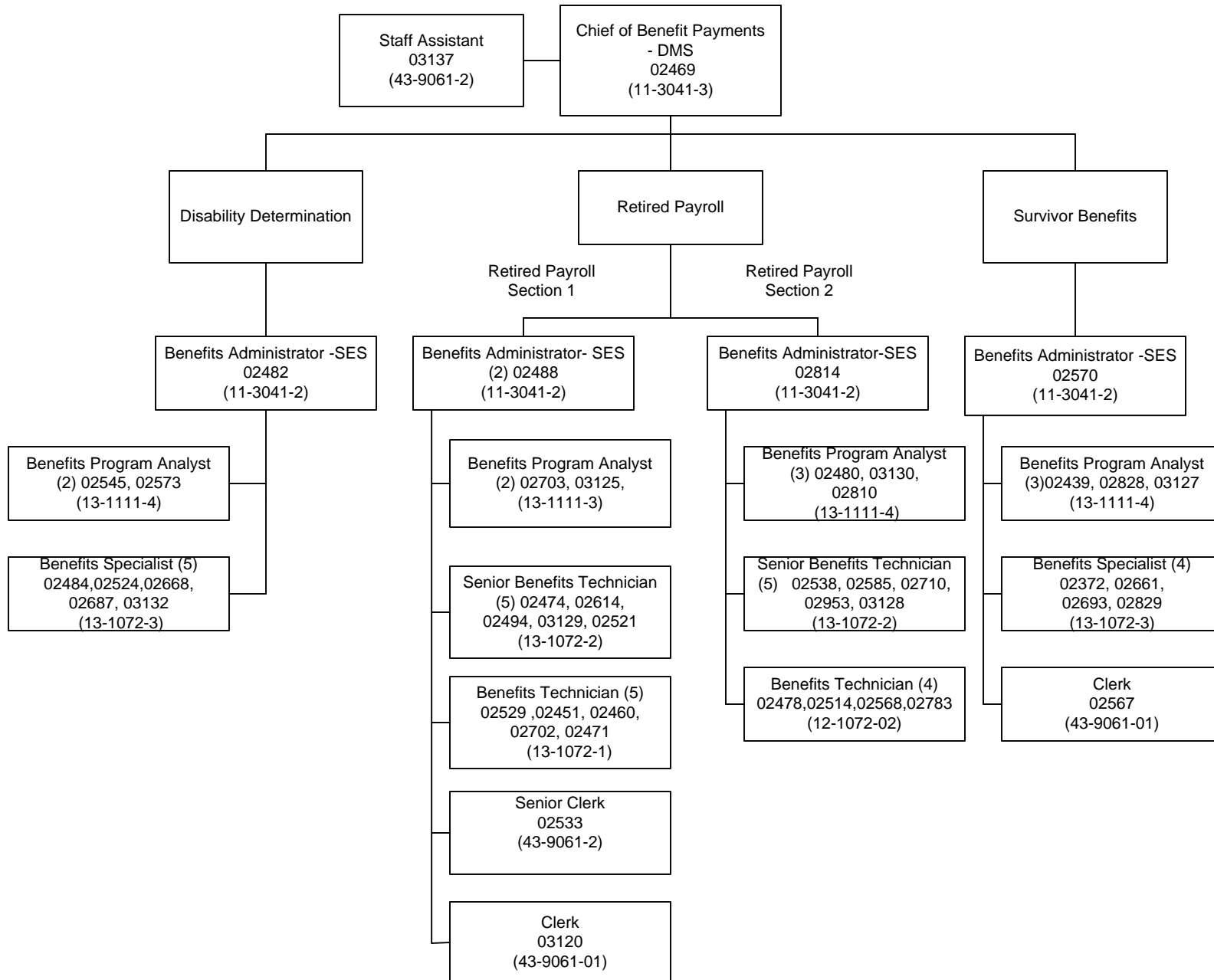
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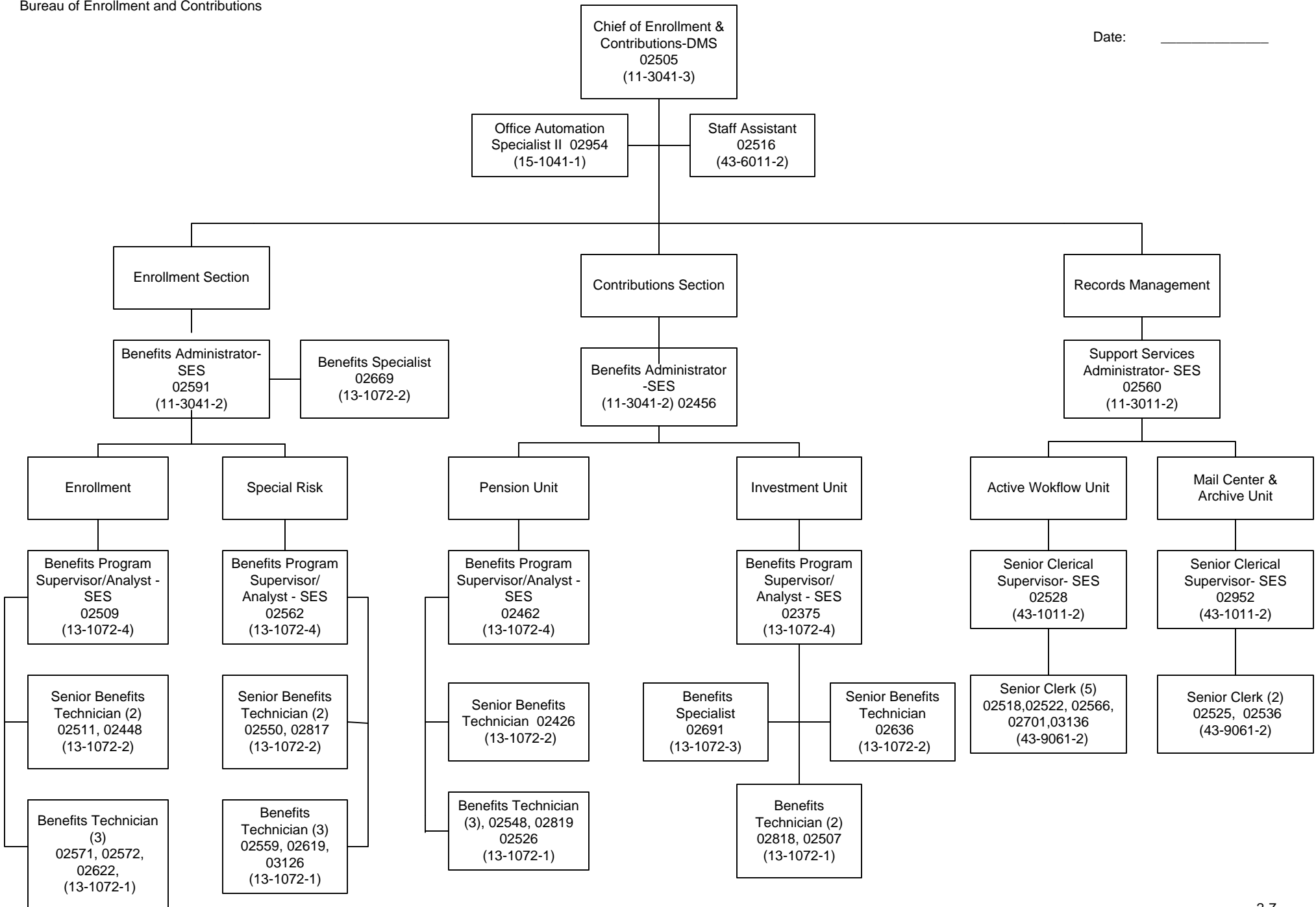


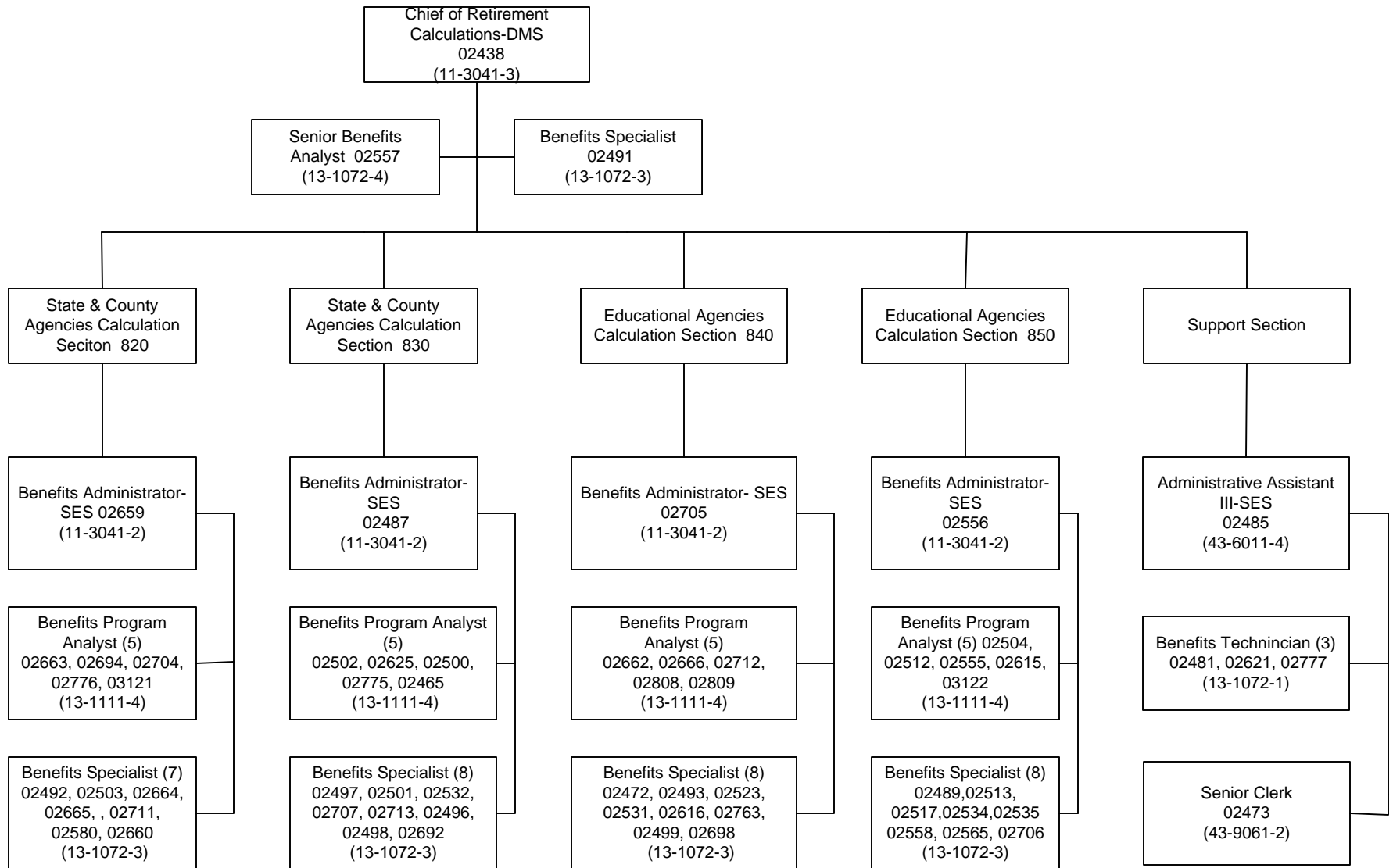




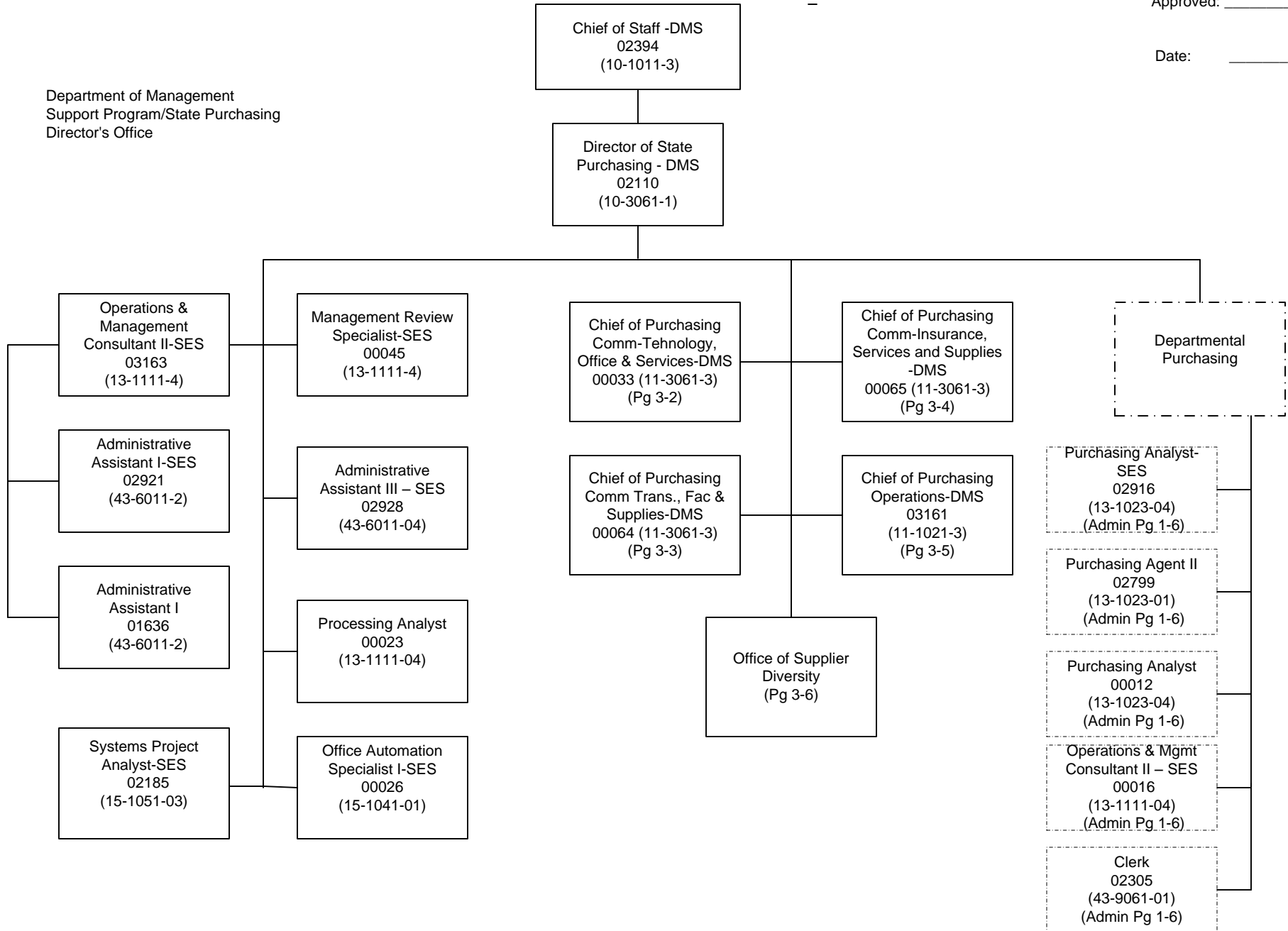


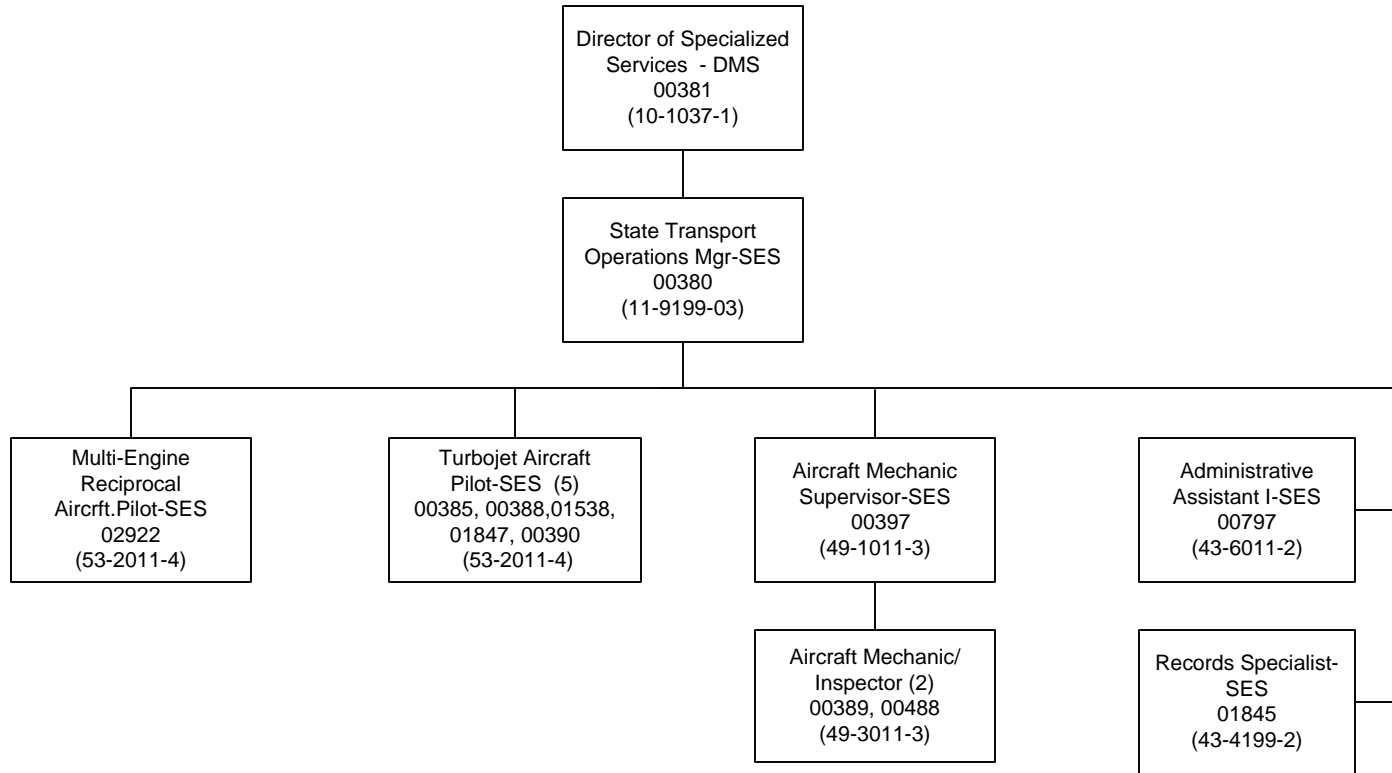


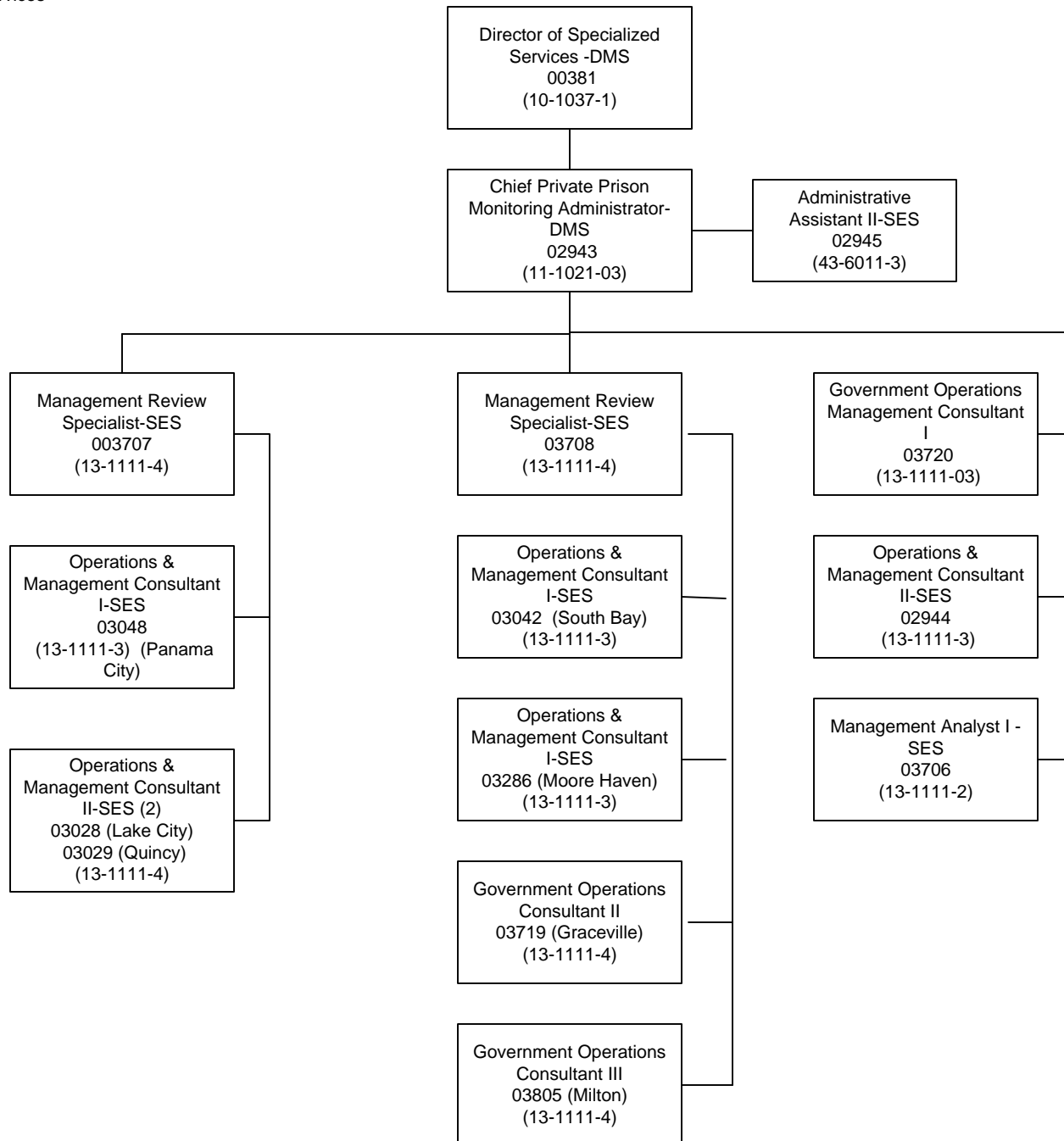




Department of Management
Support Program/State Purchasing
Director's Office

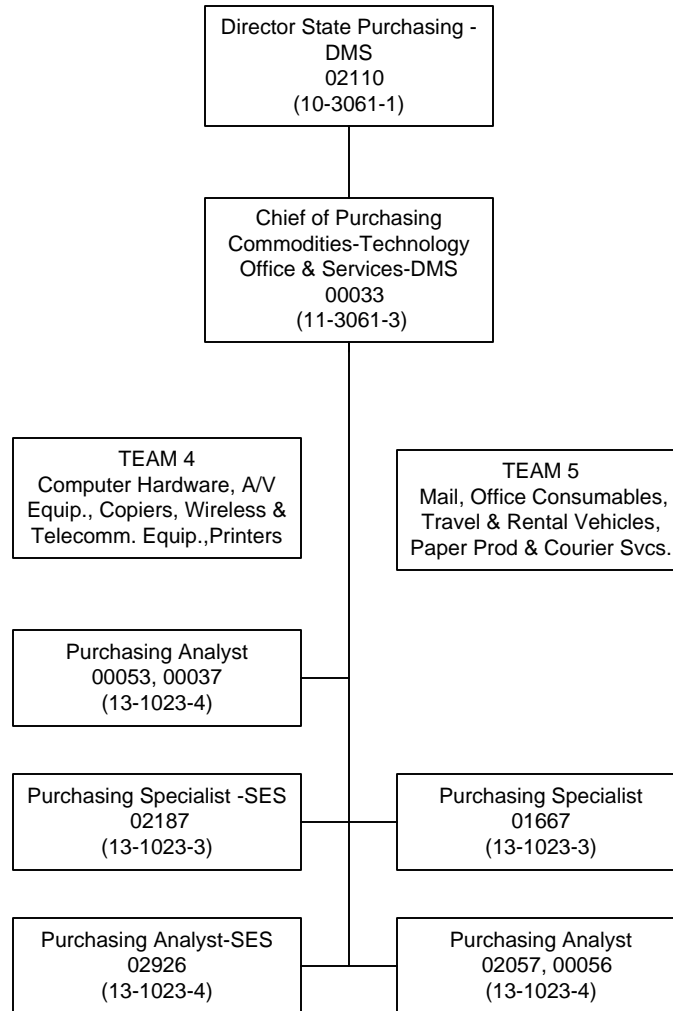


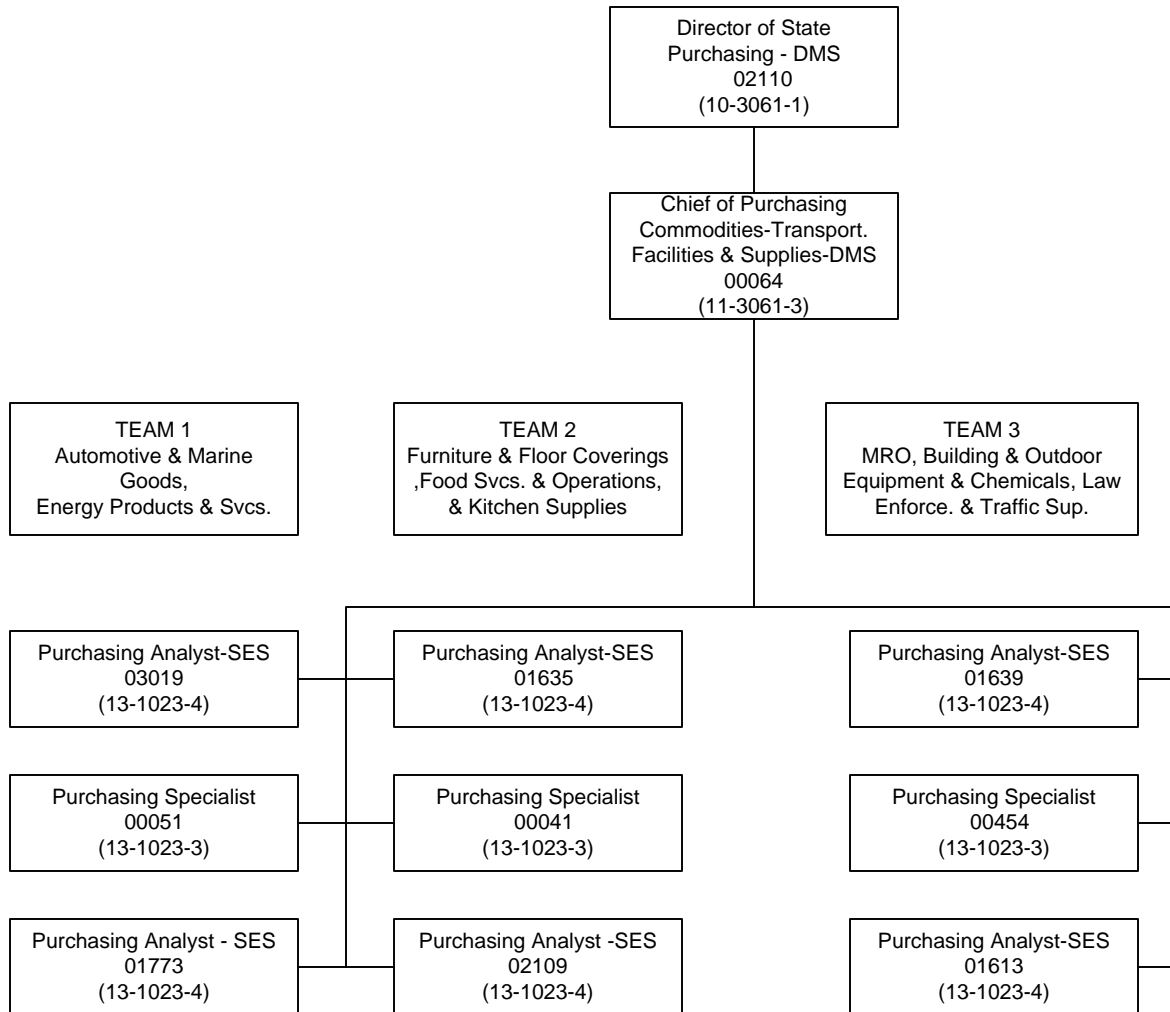




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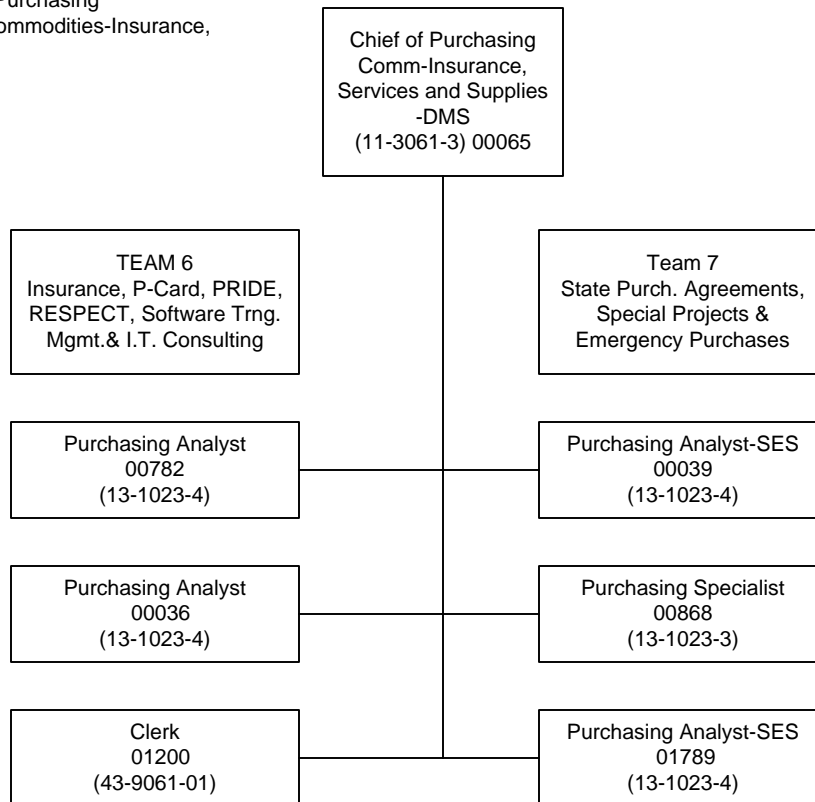


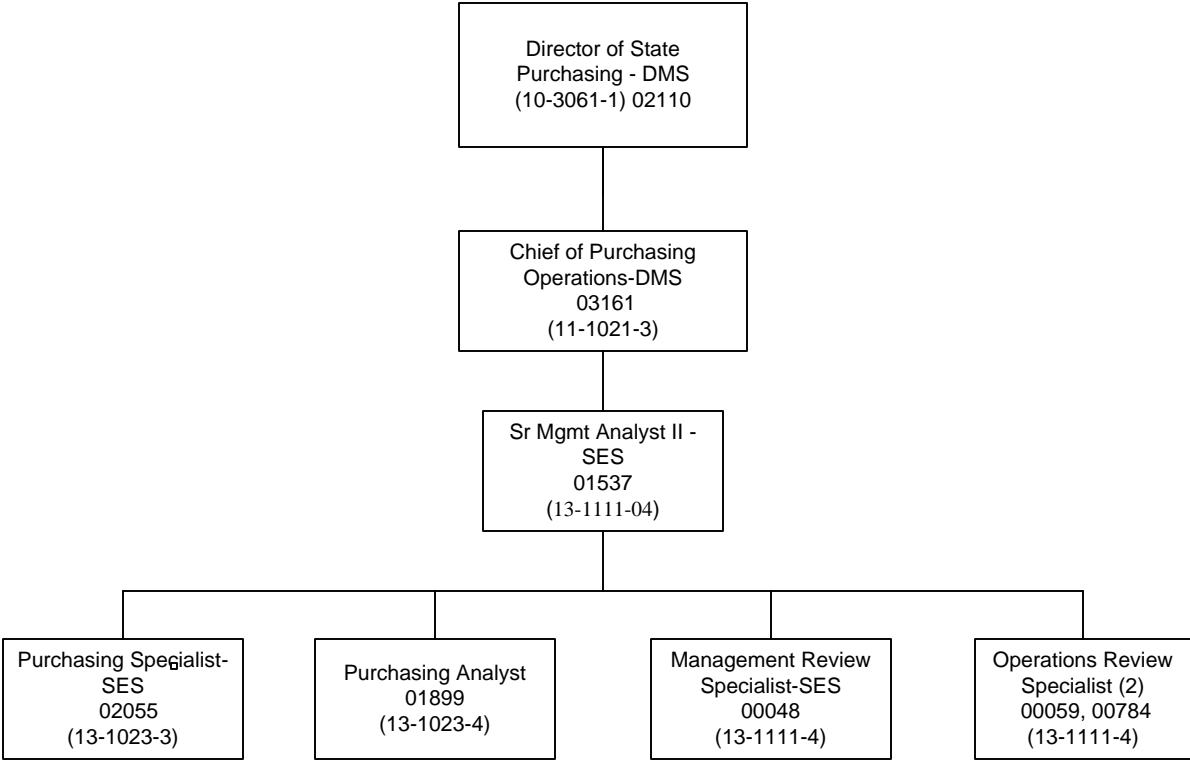


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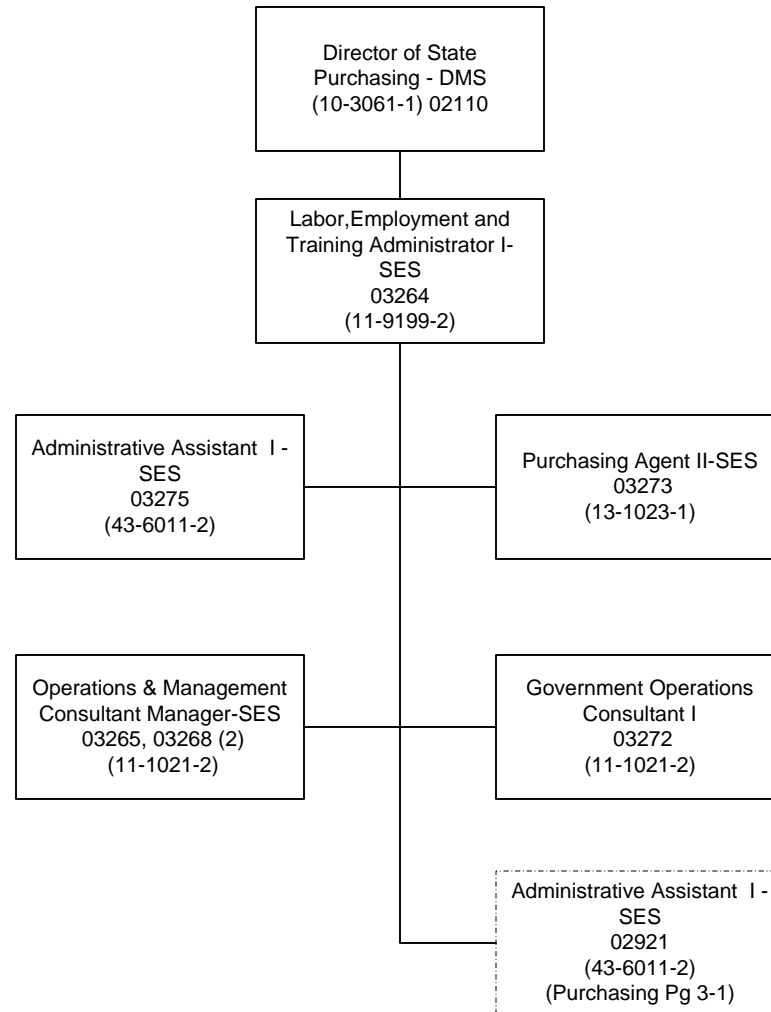
Department of Management
Support Program/State Purchasing
Bureau of Purchasing Commodities-Insurance,
Services and Supplies

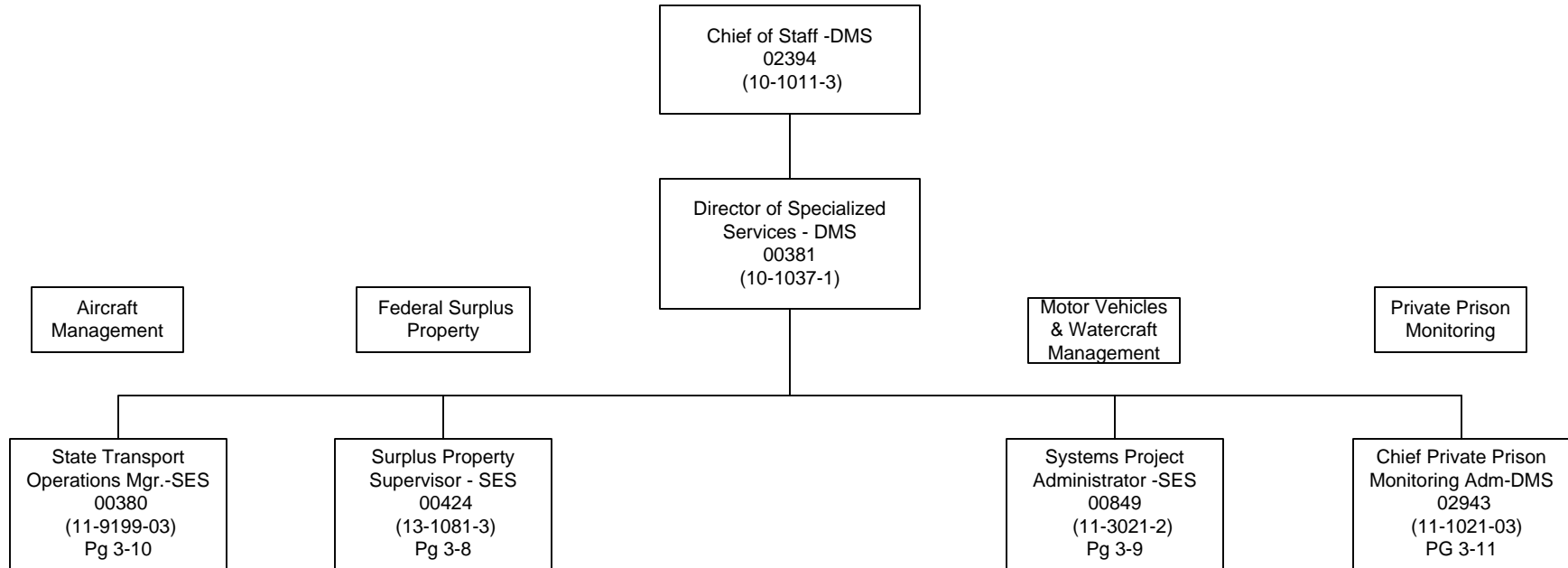


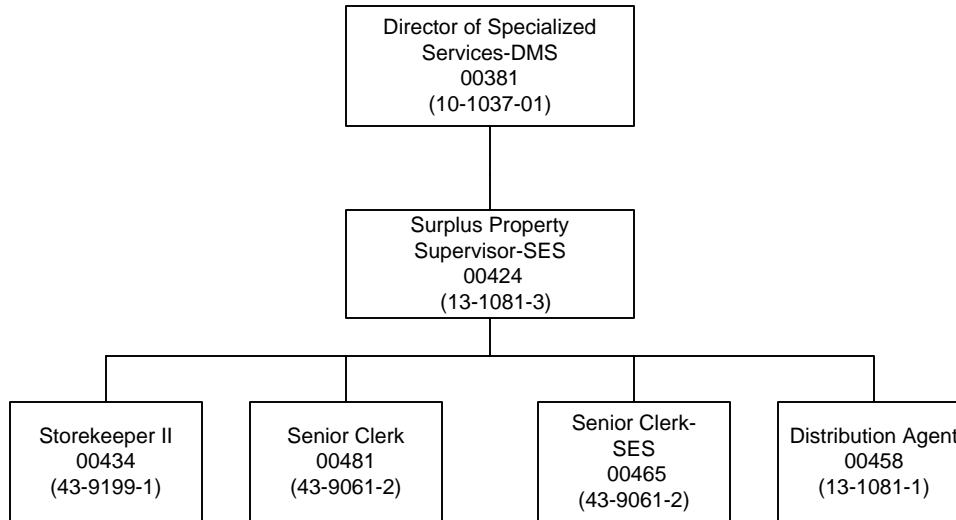


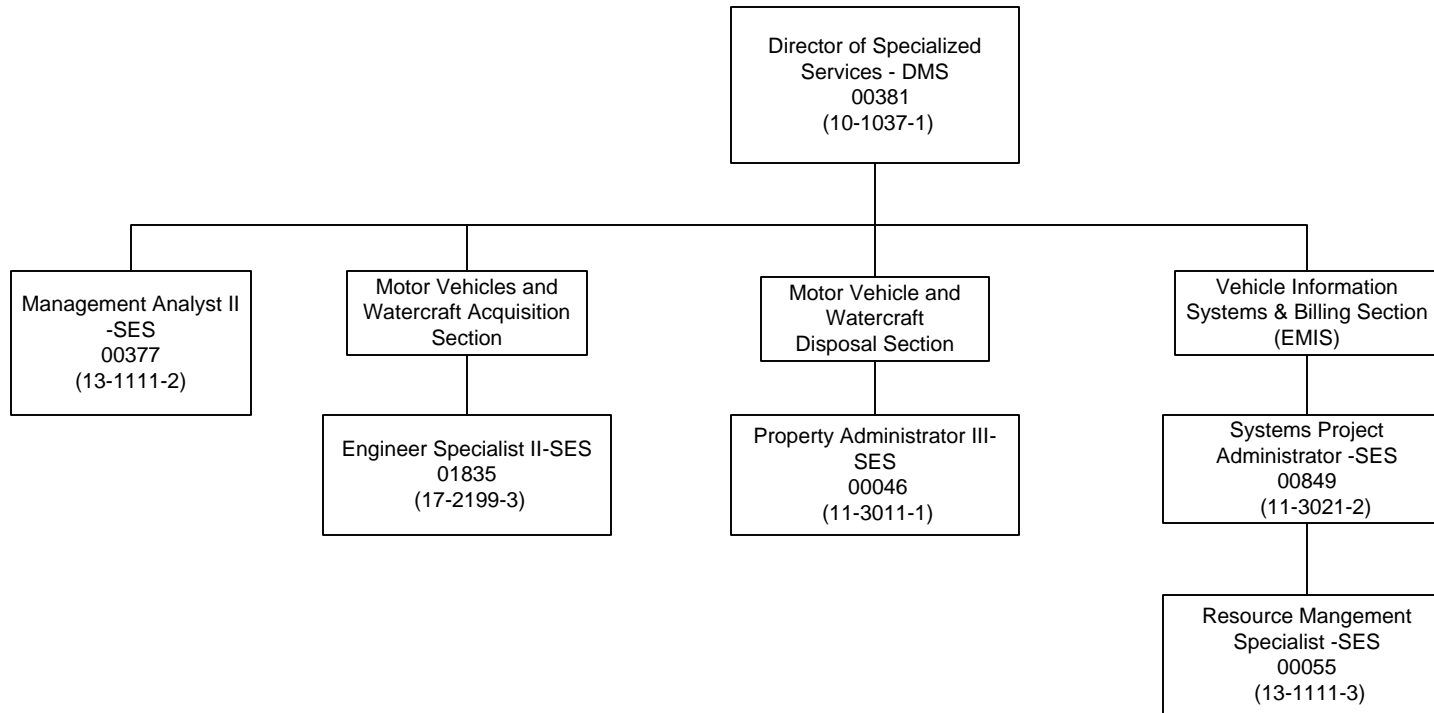
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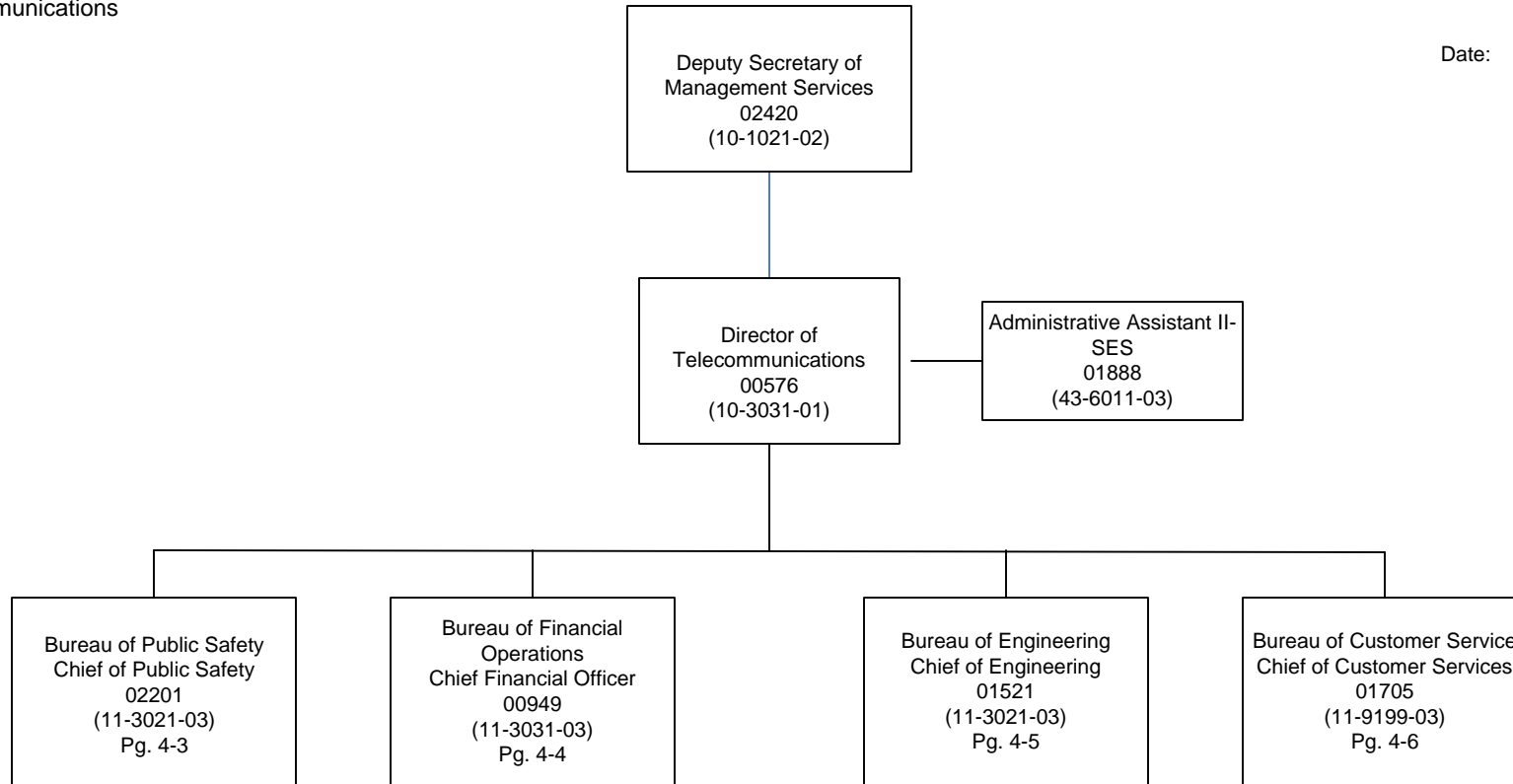


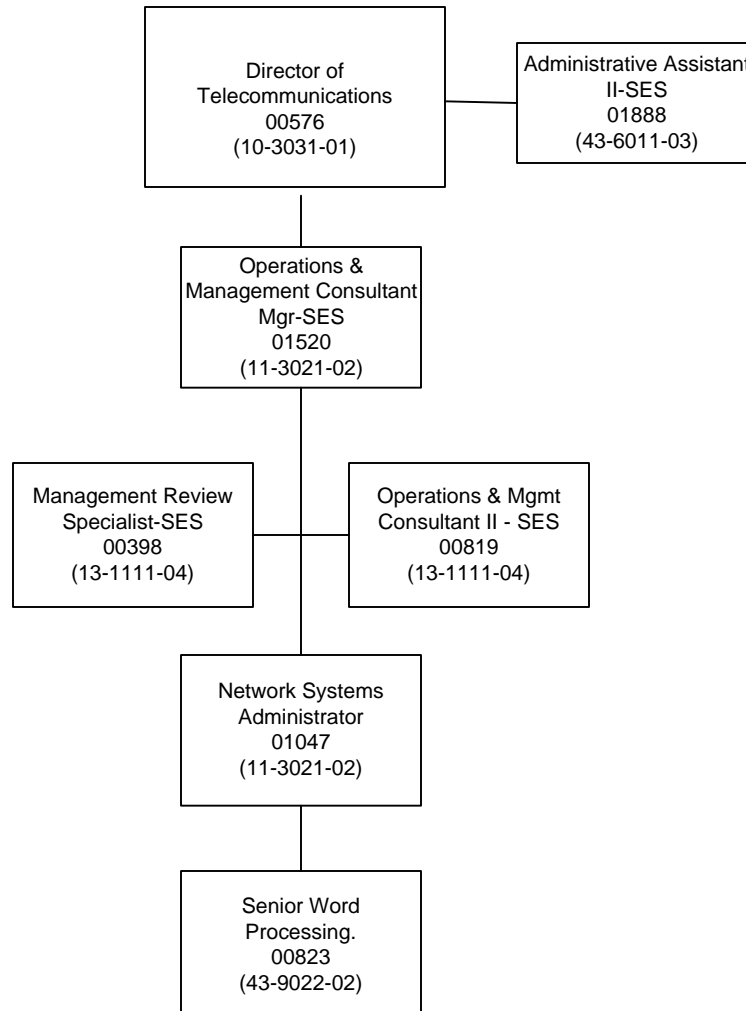


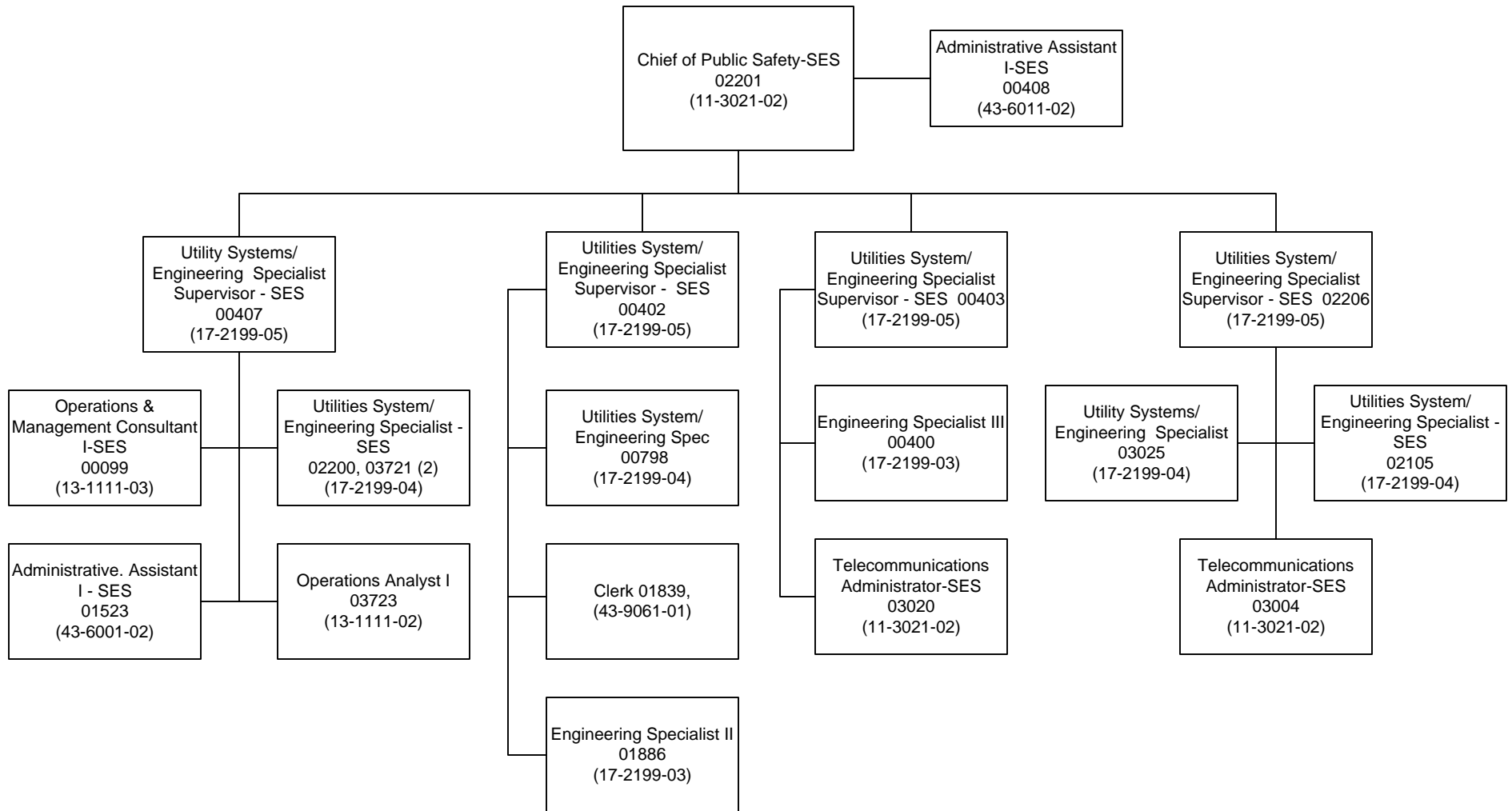


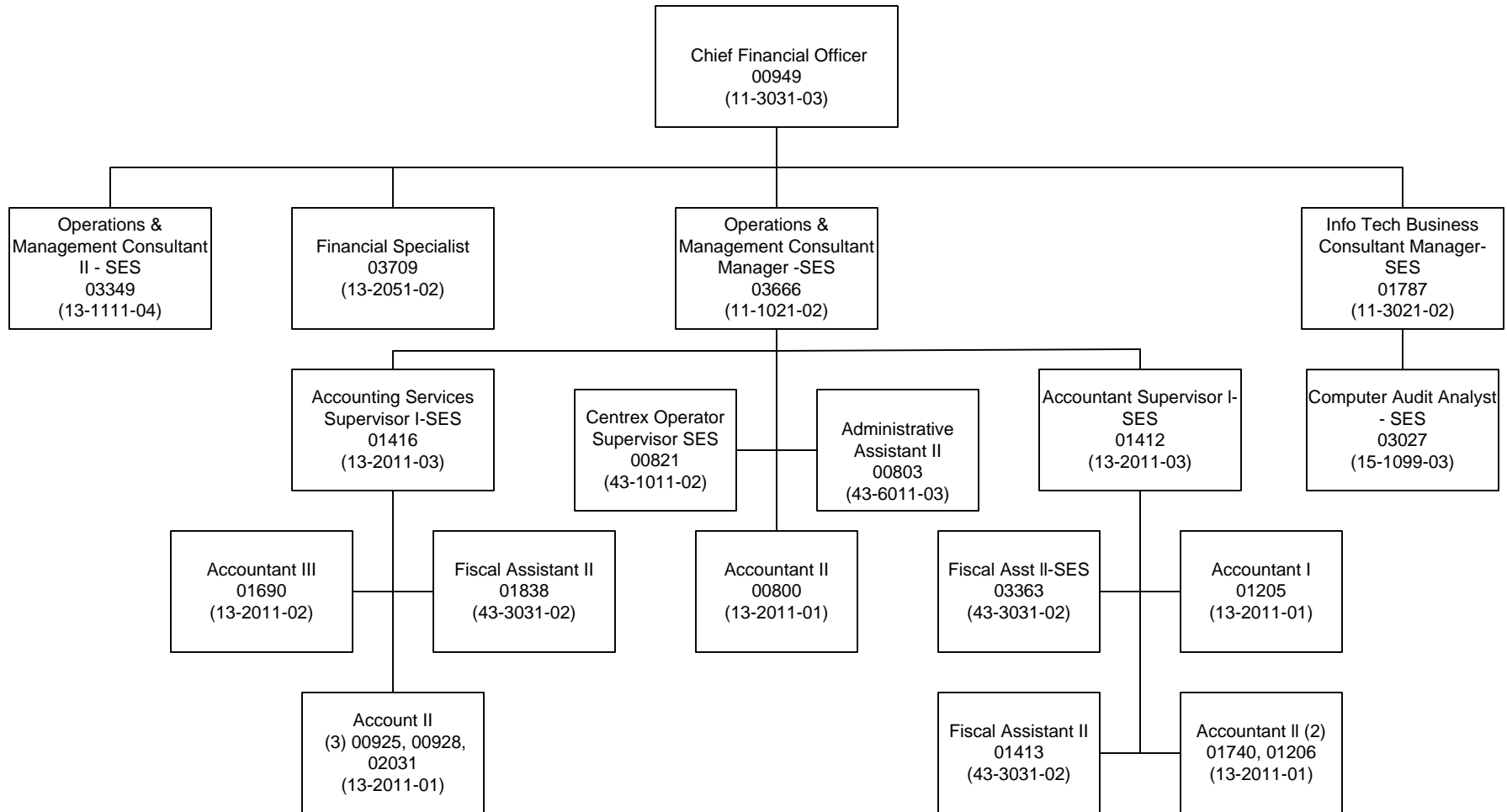
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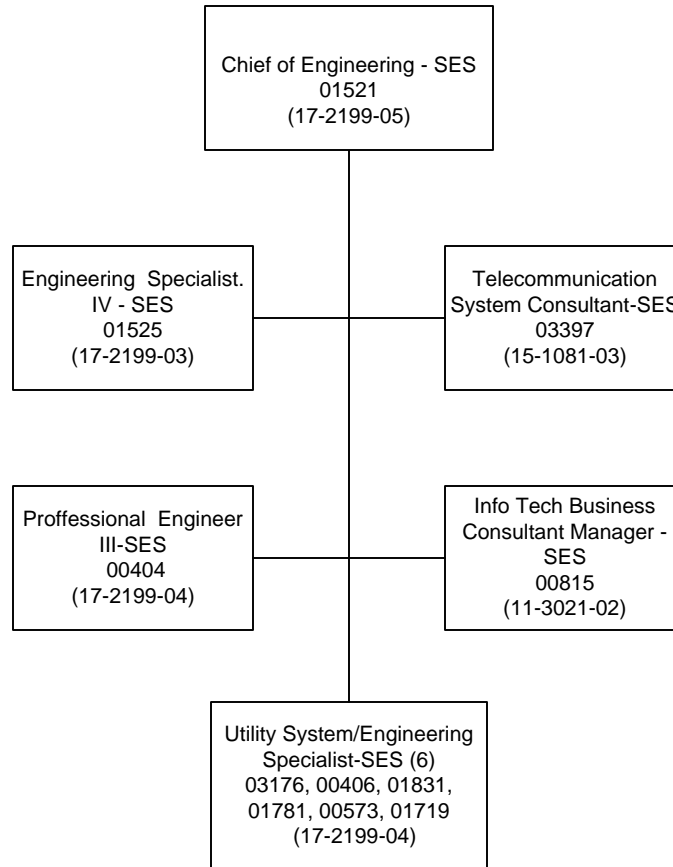
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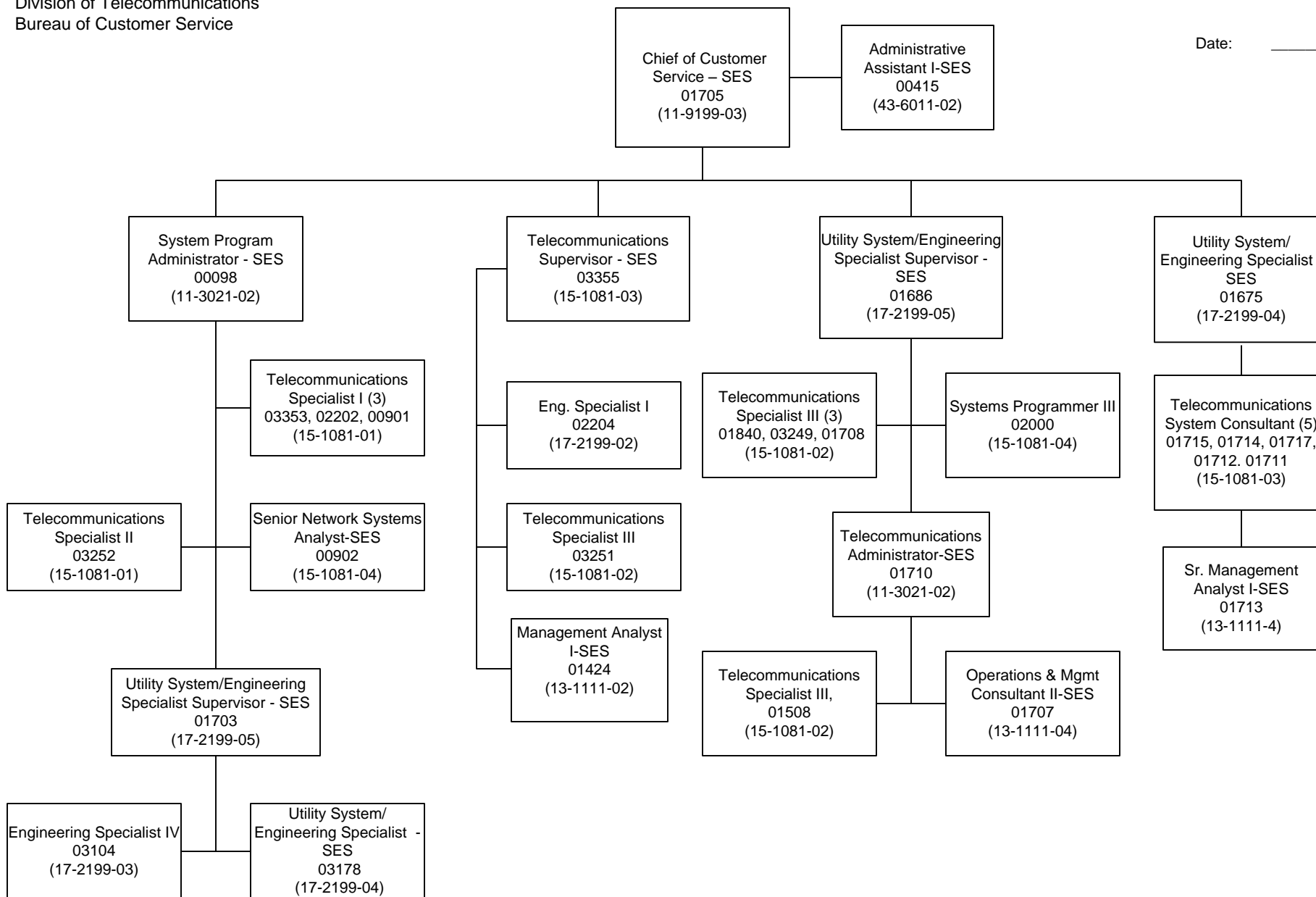


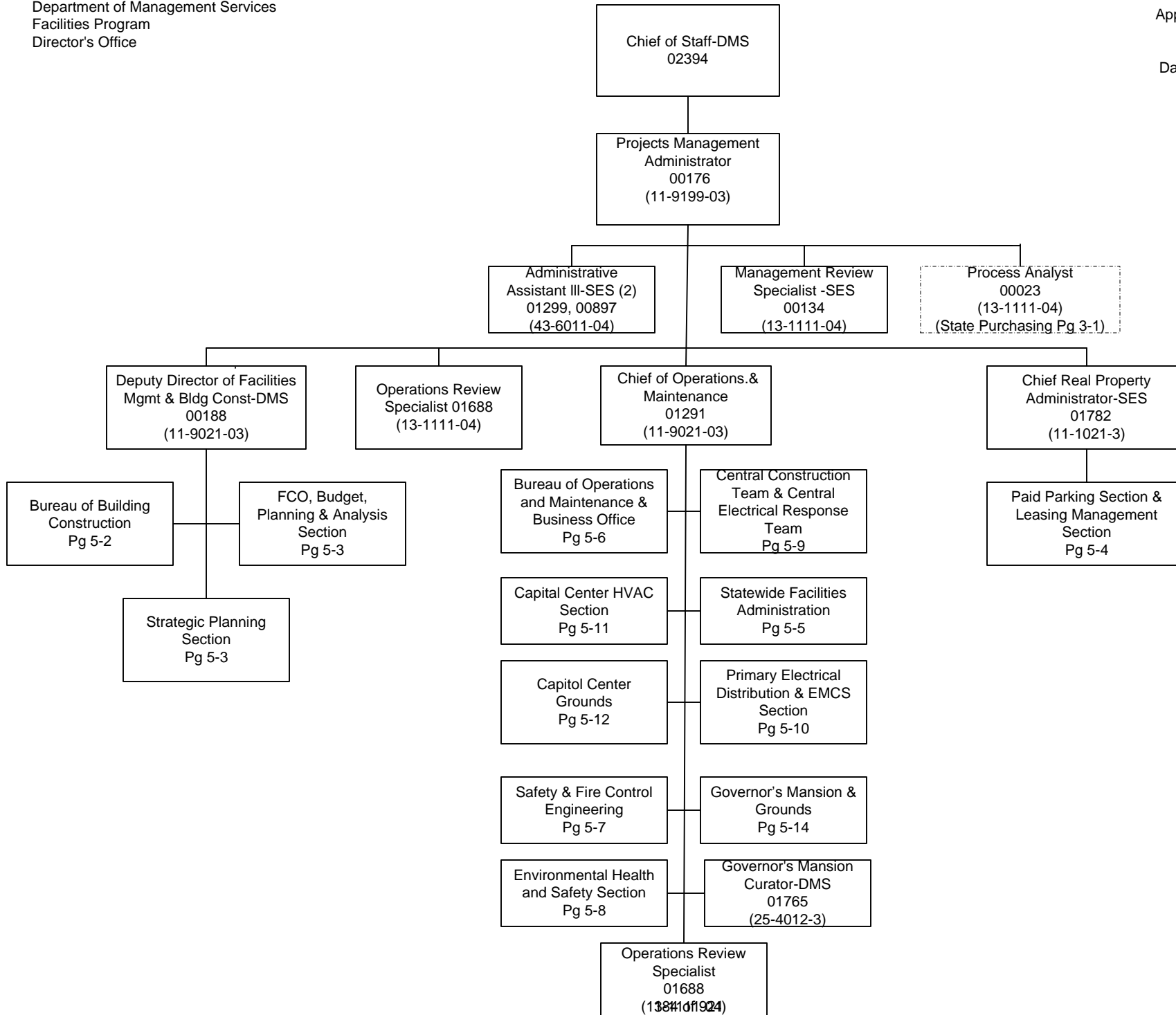


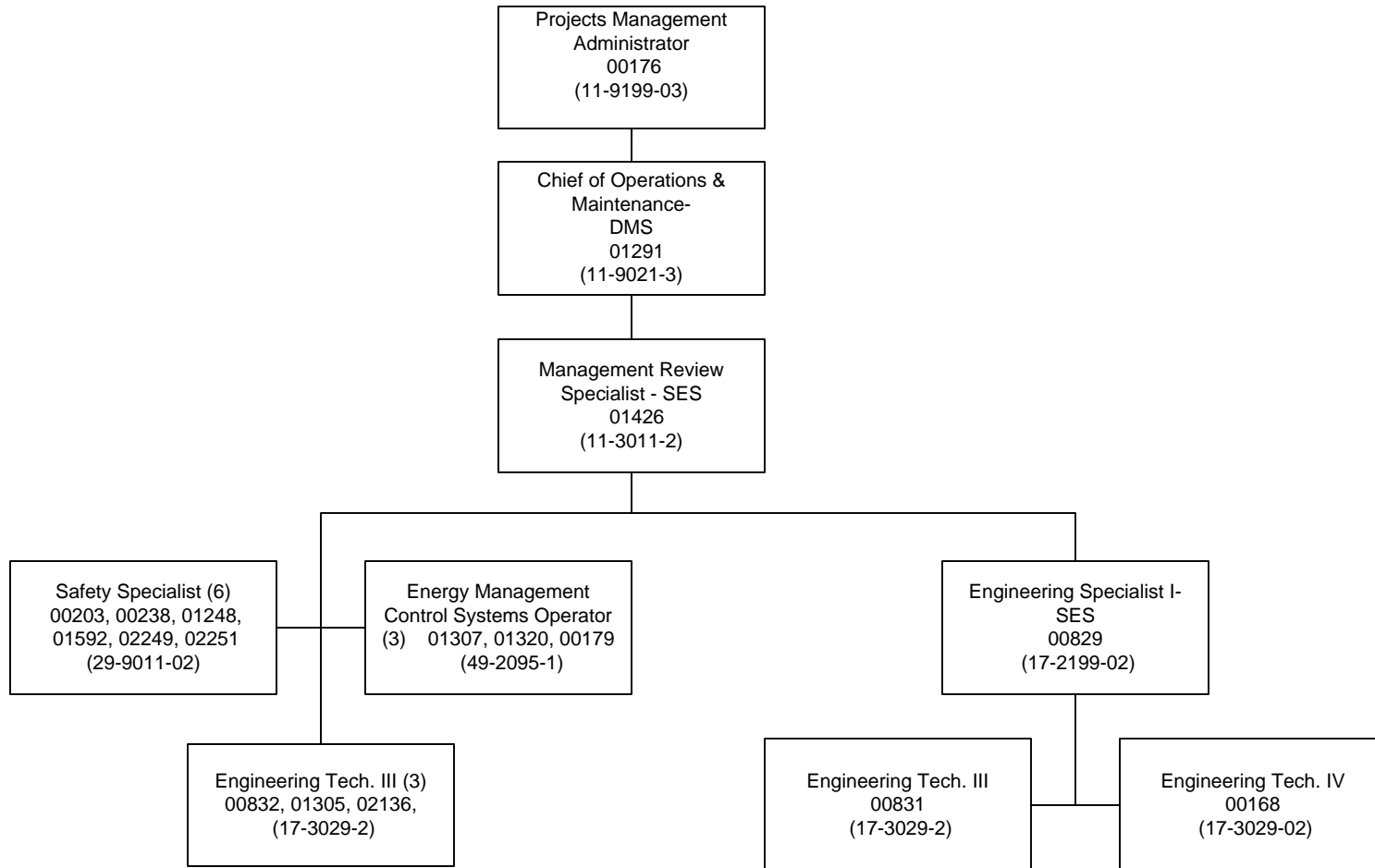








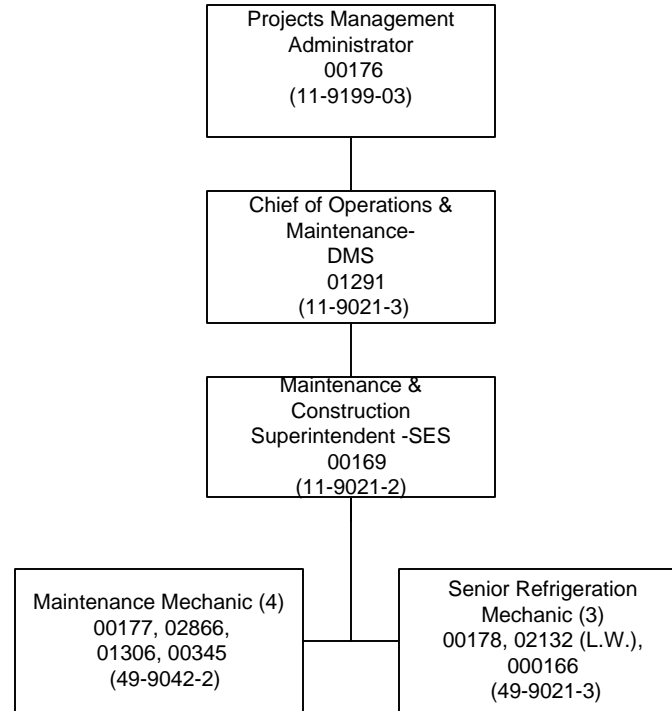


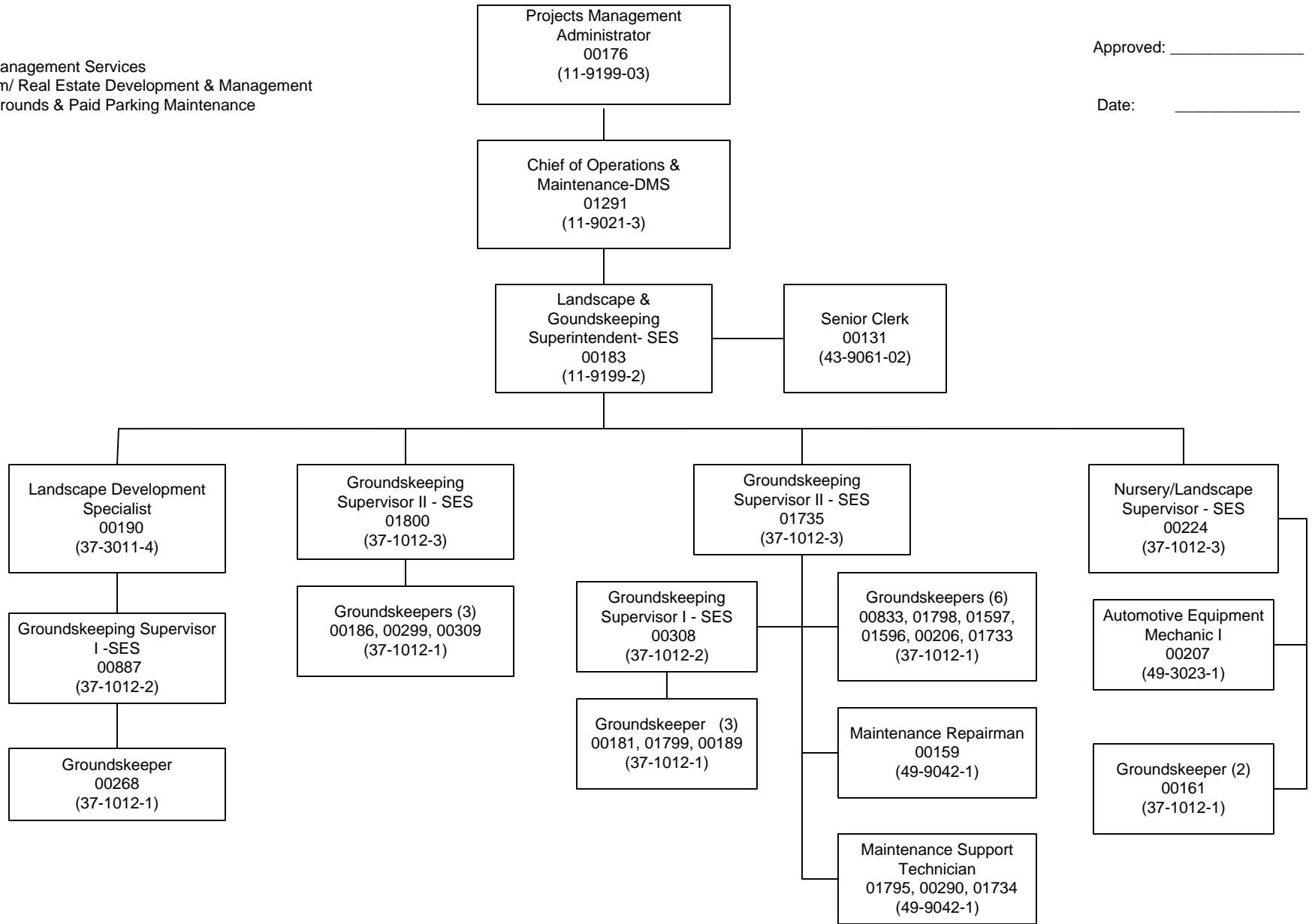


Department of Management Services
Facilities Program/ Real Estate Development & Management
Chief of Operations & Maintenance
Capitol Center H.V.A.C. Section

Approved: _____

Date: _____

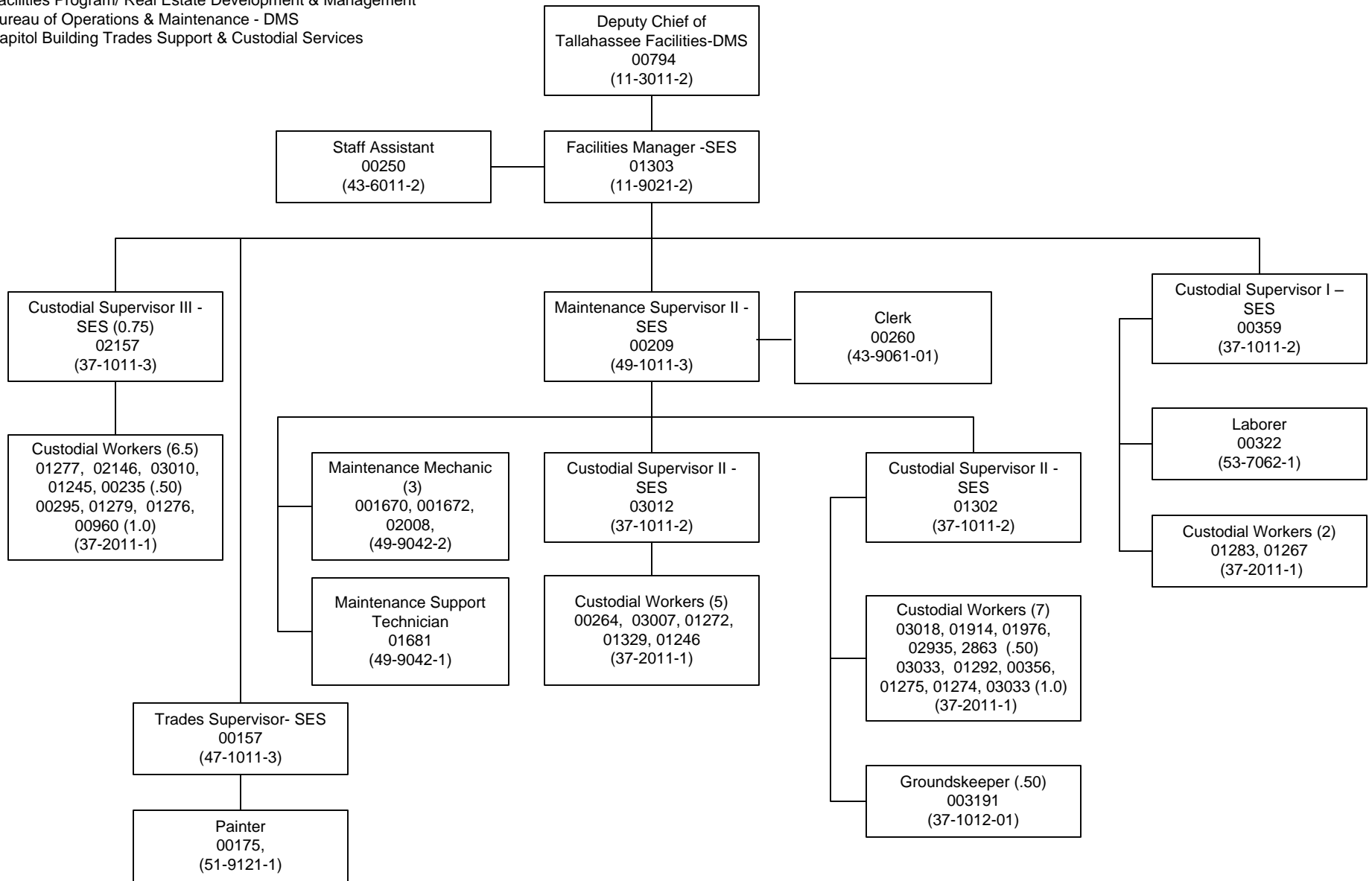




Approved: _____

Date: _____

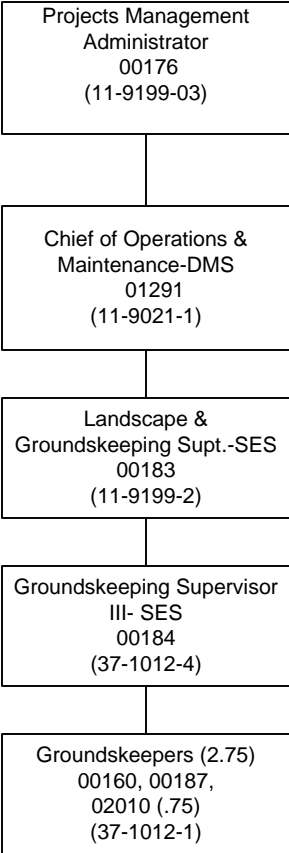
Department of Management Services
Facilities Program/ Real Estate Development & Management
Bureau of Operations & Maintenance - DMS
Capitol Building Trades Support & Custodial Services

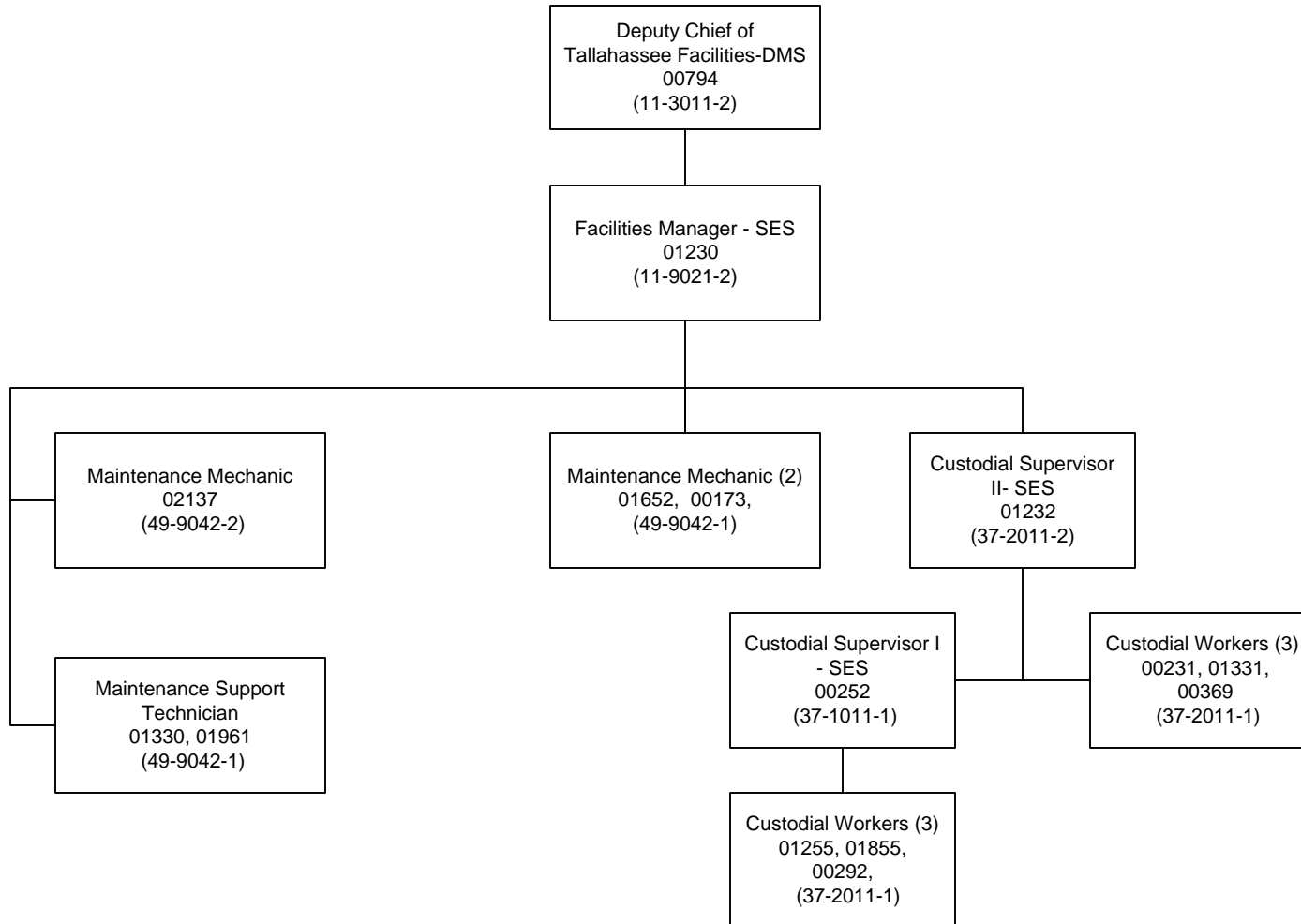


Department of Management Services
Facilities Program/ Real Estate Development & Management
Bureau of Operations & Maintenance
Governor's Mansion & Grounds

Approved: _____

Date: _____

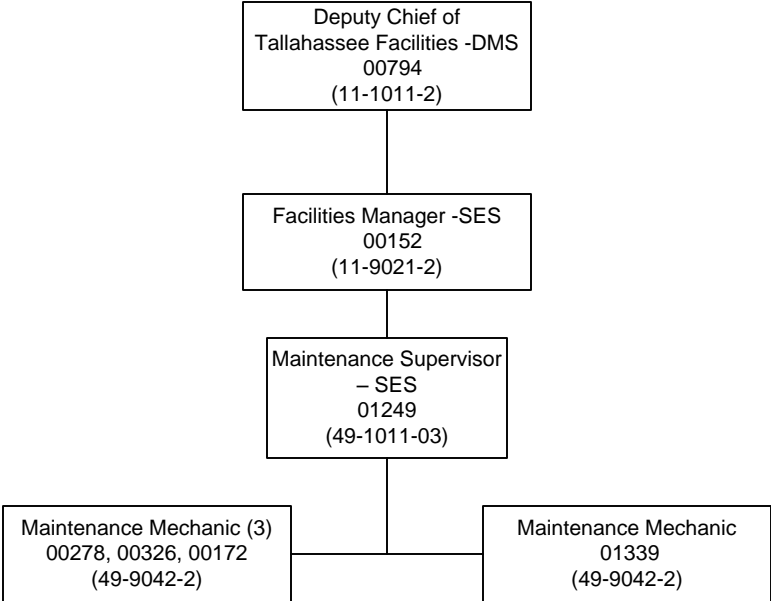


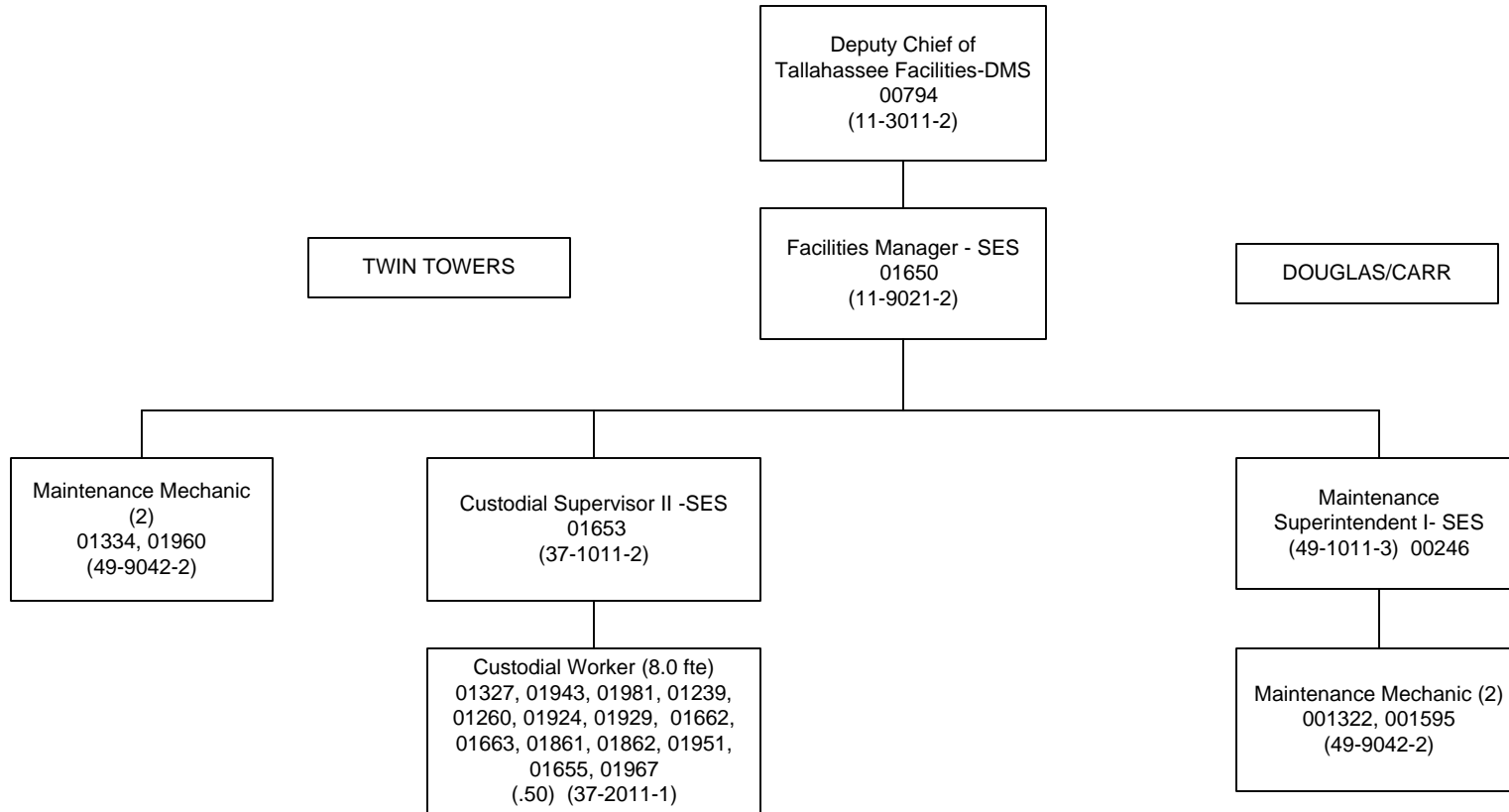


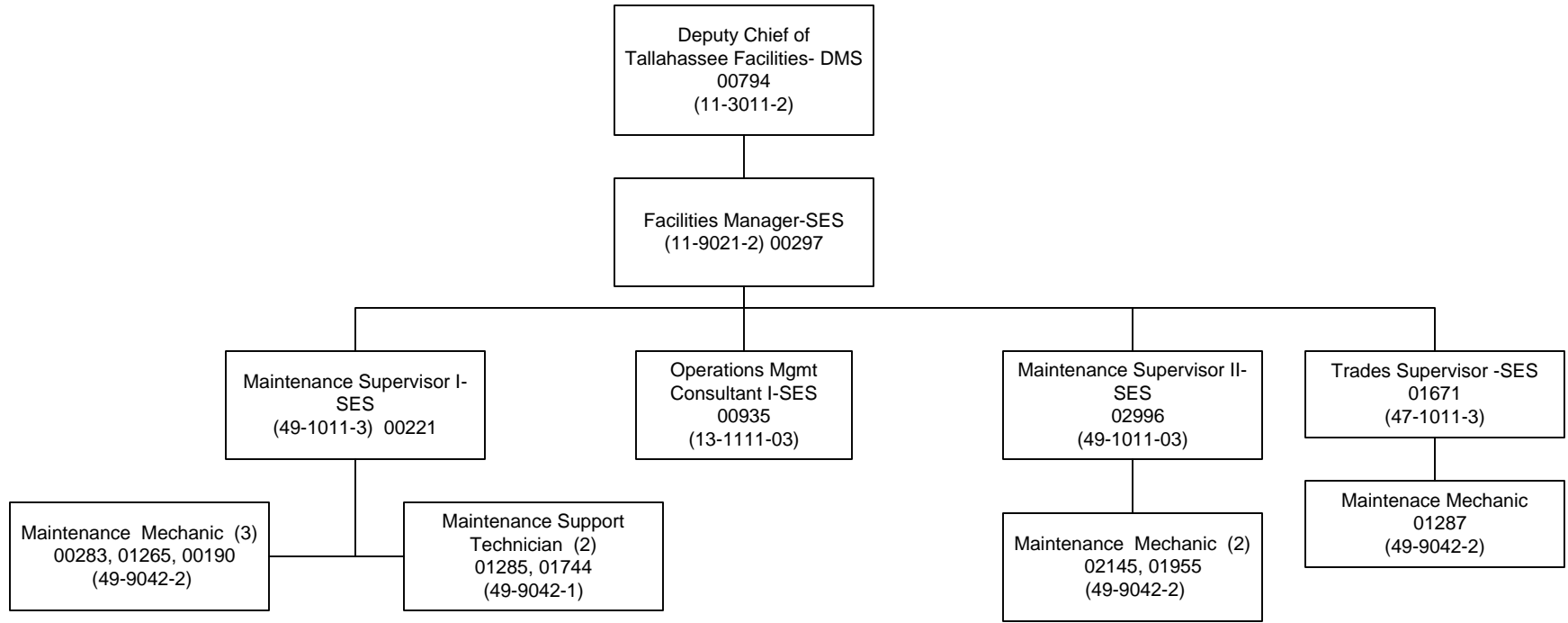
Department of Management Services
Facilities Program/Real Estate Development & Management
Bureau of Operations & Maintenance
Fletcher, Larson & Collins Buildings

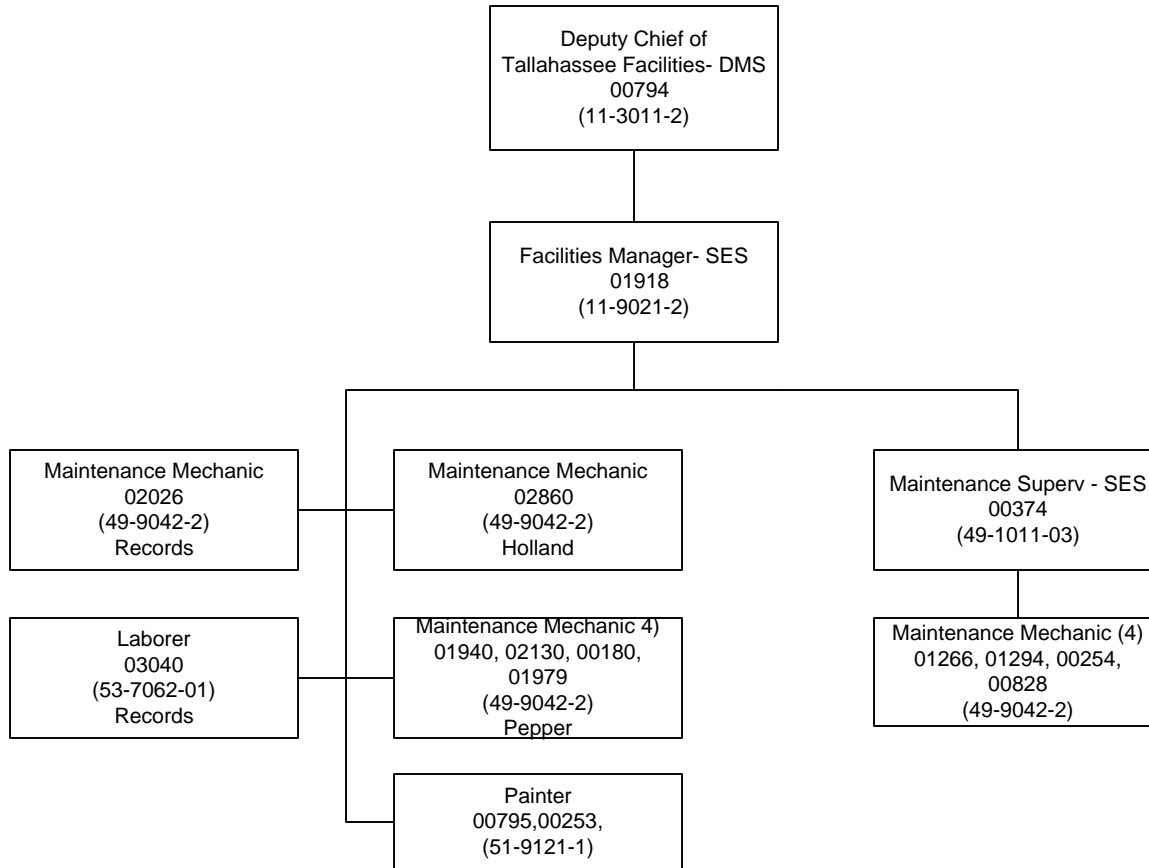
Approved: _____

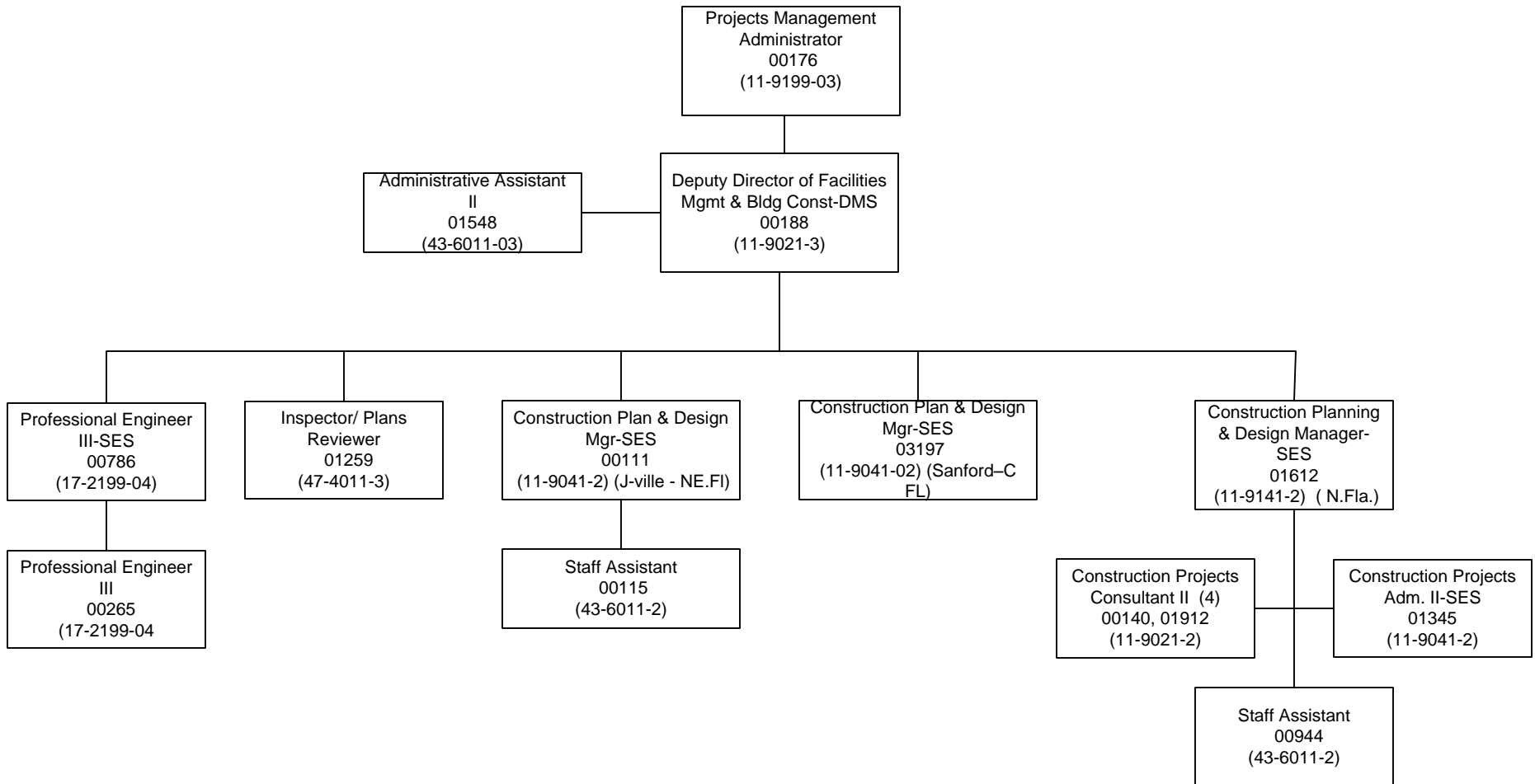
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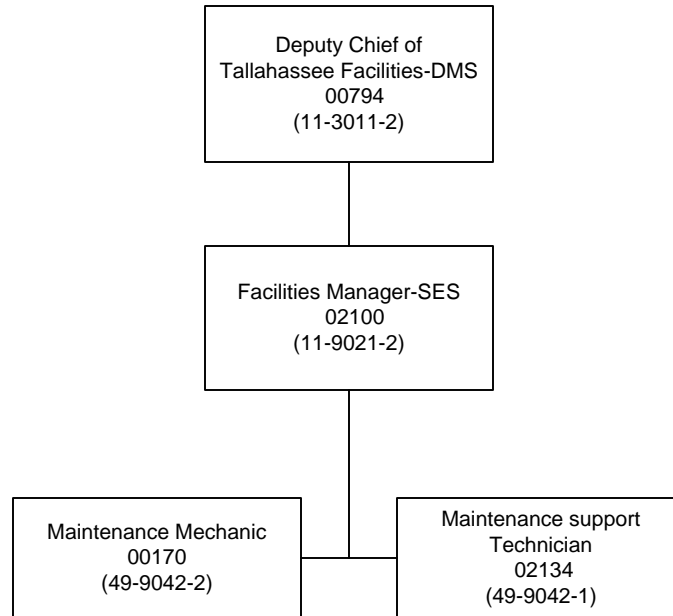


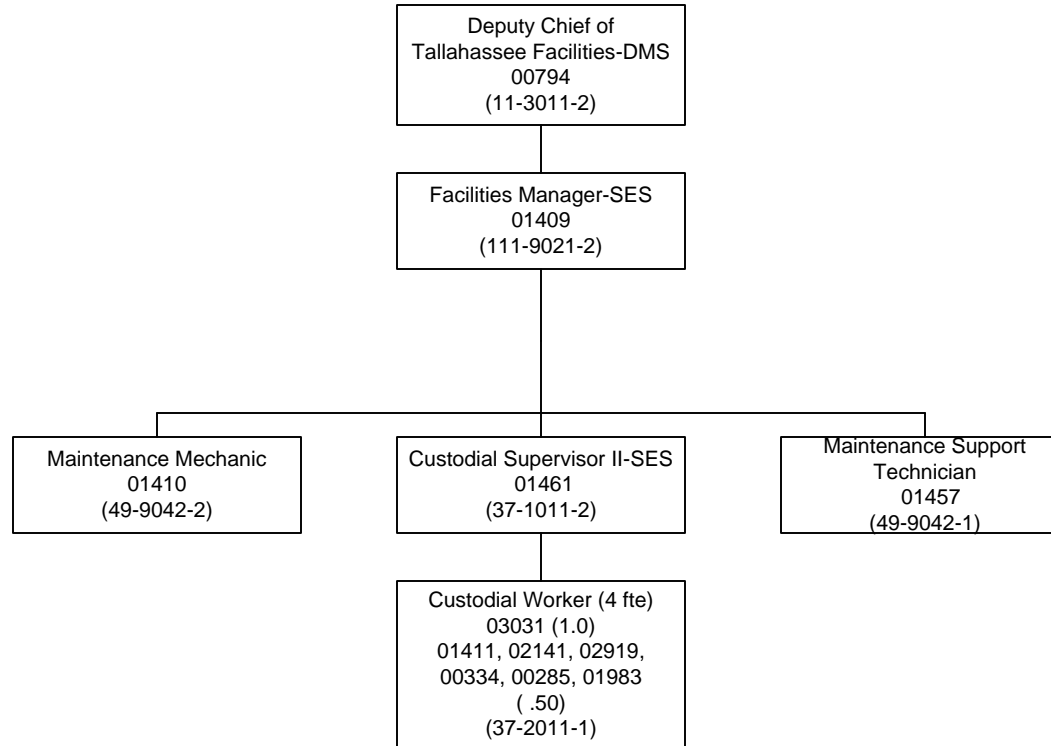


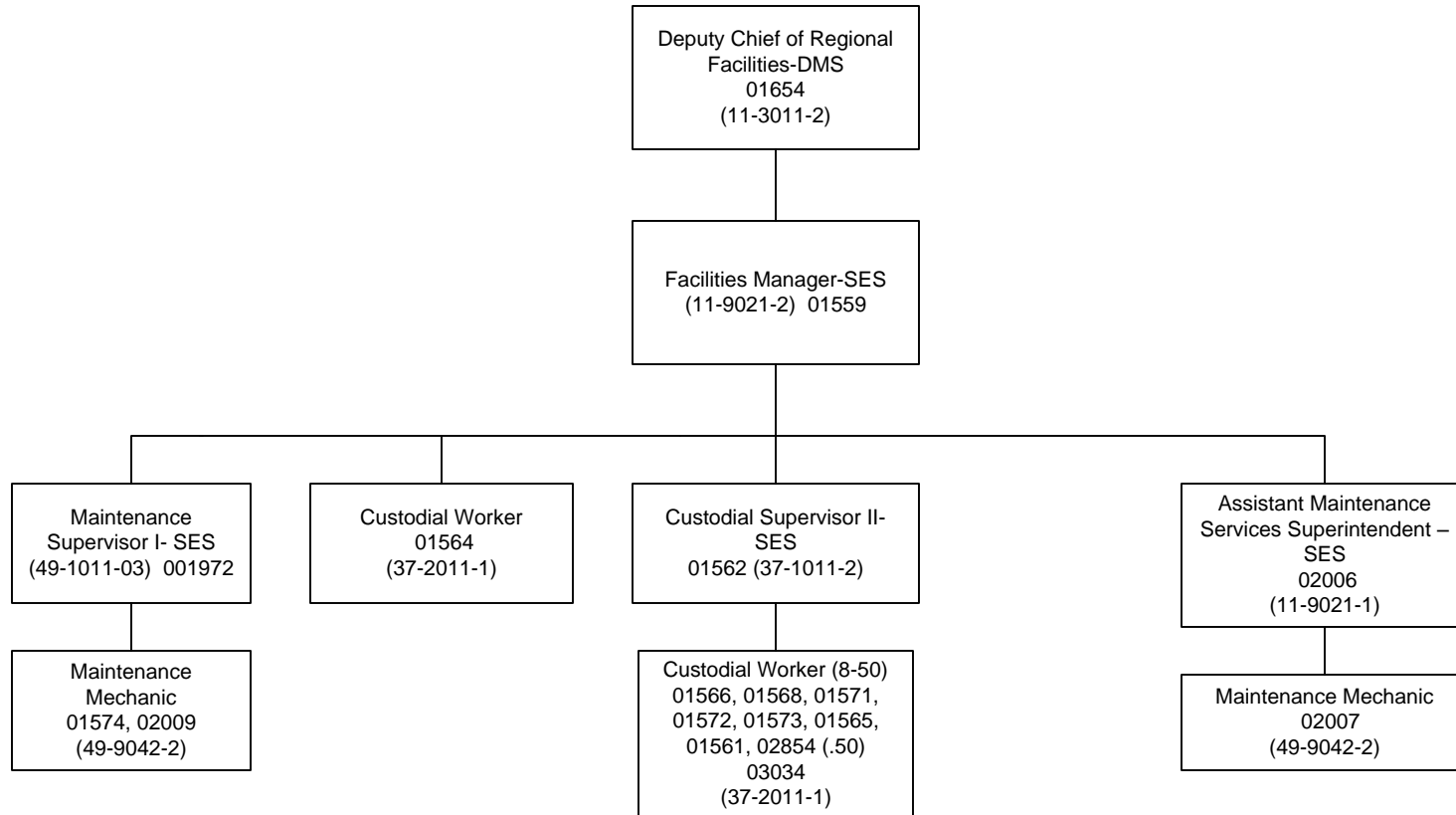
Department of Management Services
Facilities Program/ Real Estate Development & Management
Bureau of Operations & Maintenance
FDLE Building

Approved: _____

Date: _____







Department of Management Services
Facilities Program/Facilities Management
Bureau of Operations & Maintenance
Alachua Regional Service Center

Approved: _____

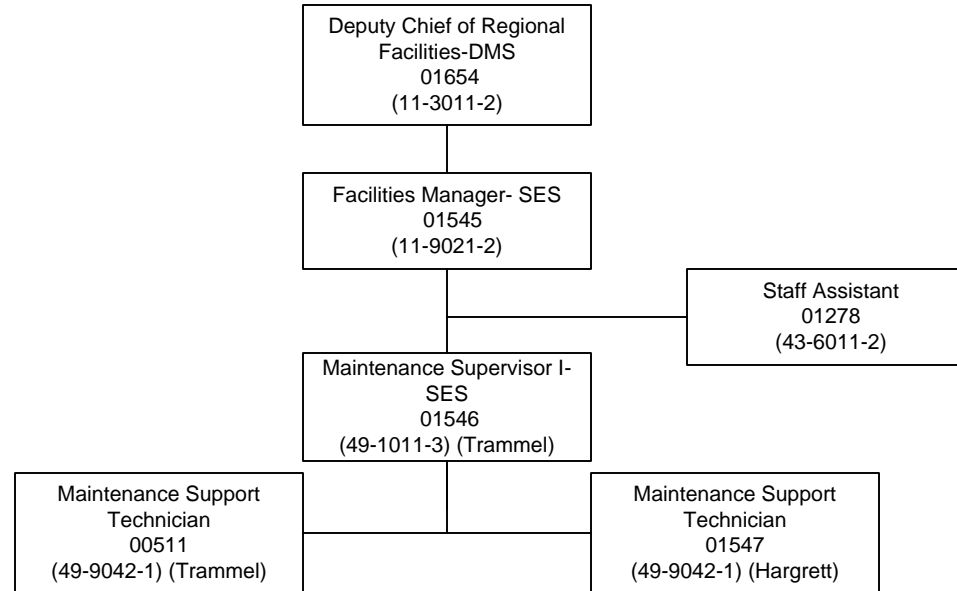
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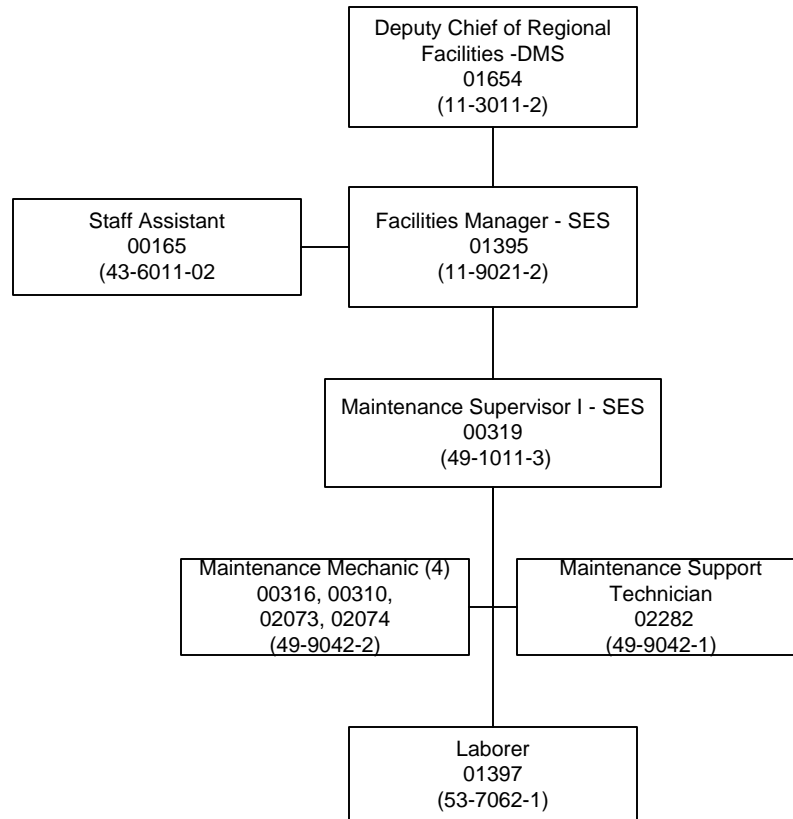


Department of Management Services
Facilities Program
Bureau of Operations & Maintenance
Hillsborough Regional Service Center
Trammell and Hargrett Buildings

Approved: _____

Date: _____

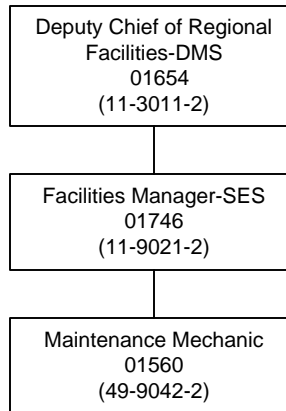


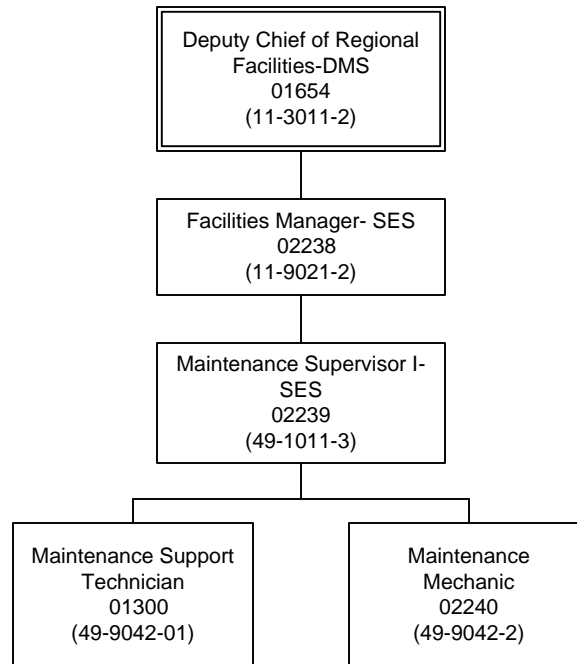


Department of Management Services
Facilities Program/Facilities Management
Bureau of Operations & Maintenance
Peterson Building (Lakeland)

Approved: _____

Date: _____

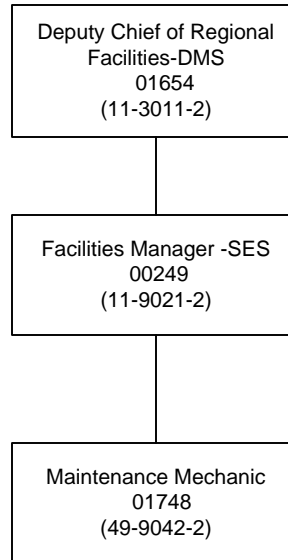




Department of Management Services
Facilities Program/Facilities Management
Bureau of Operations & Maintenance
Benton Building

Approved: _____

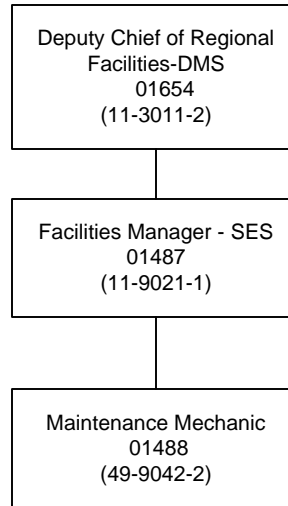
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Department of Management Services
Facilities Program
Bureau of Operations & Maintenance
Dimick Building

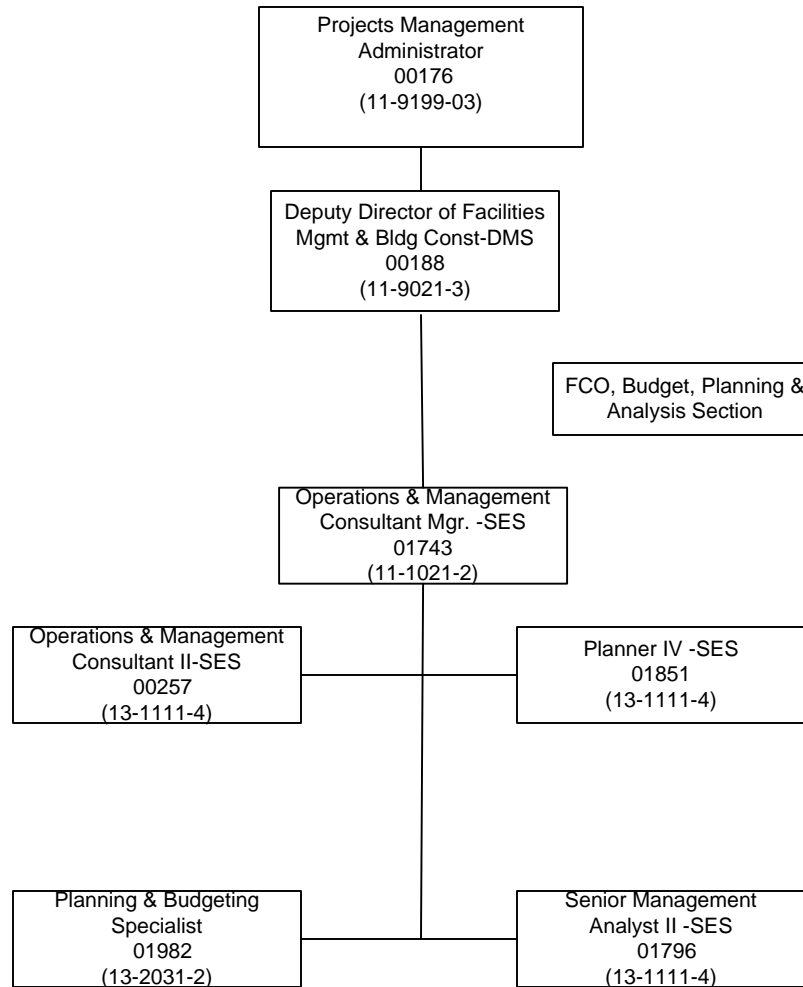
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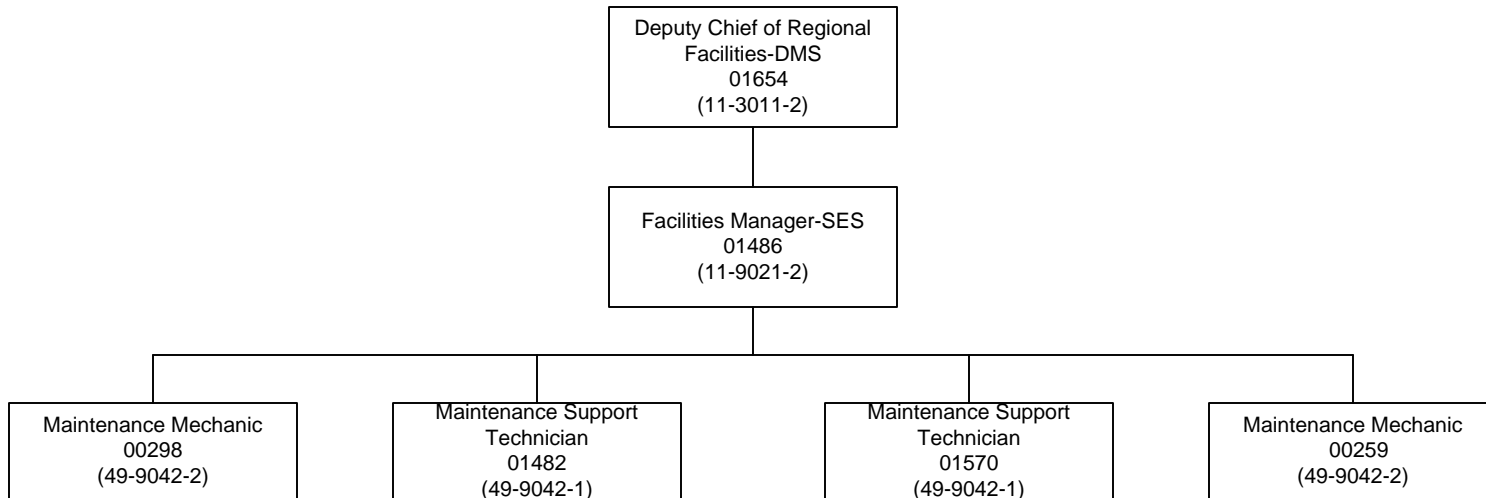
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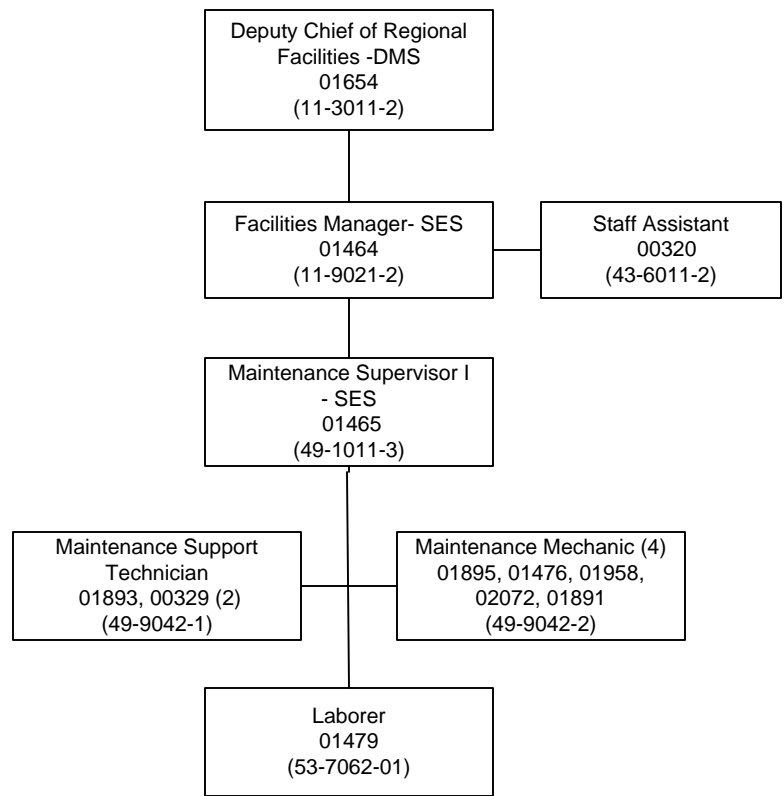


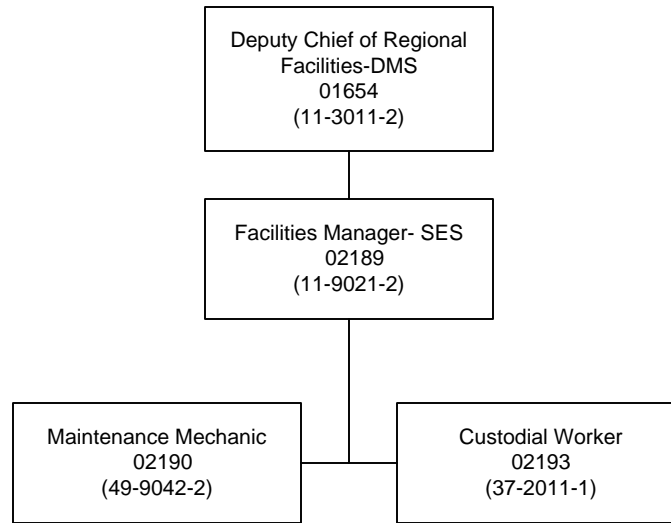
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Date: _____





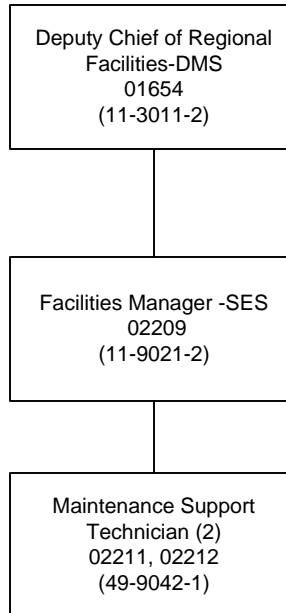


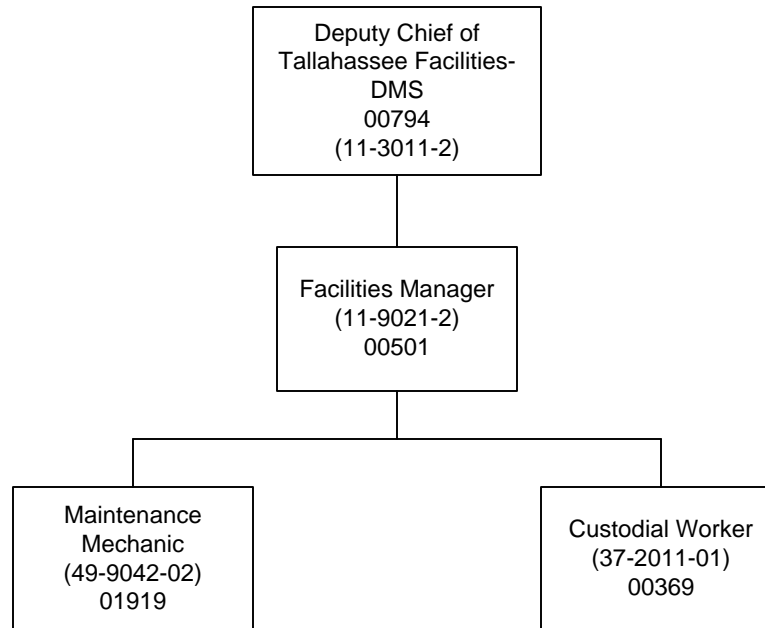


Department of Management Services
Facilities Program
Bureau of Operations & Maintenance
Fort Myers Regional Service Center

Approved: _____

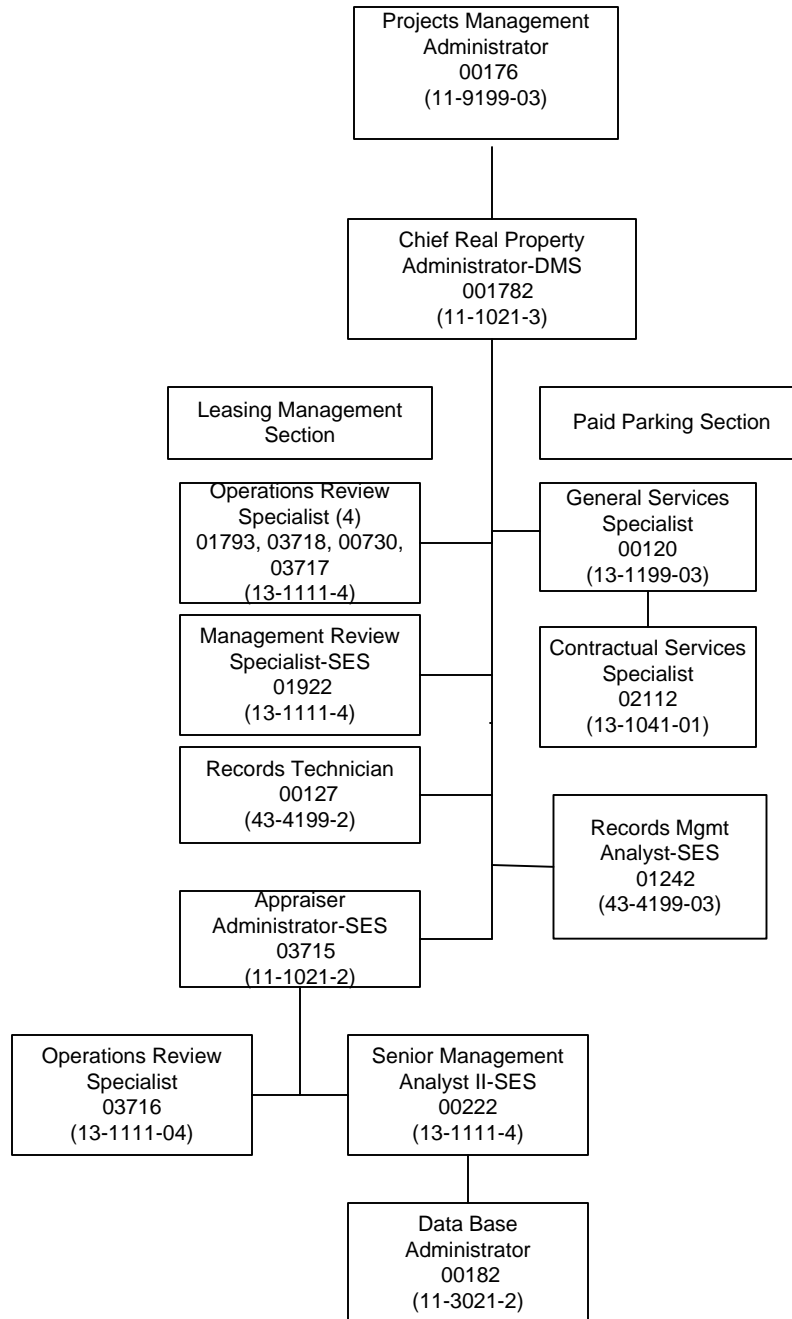
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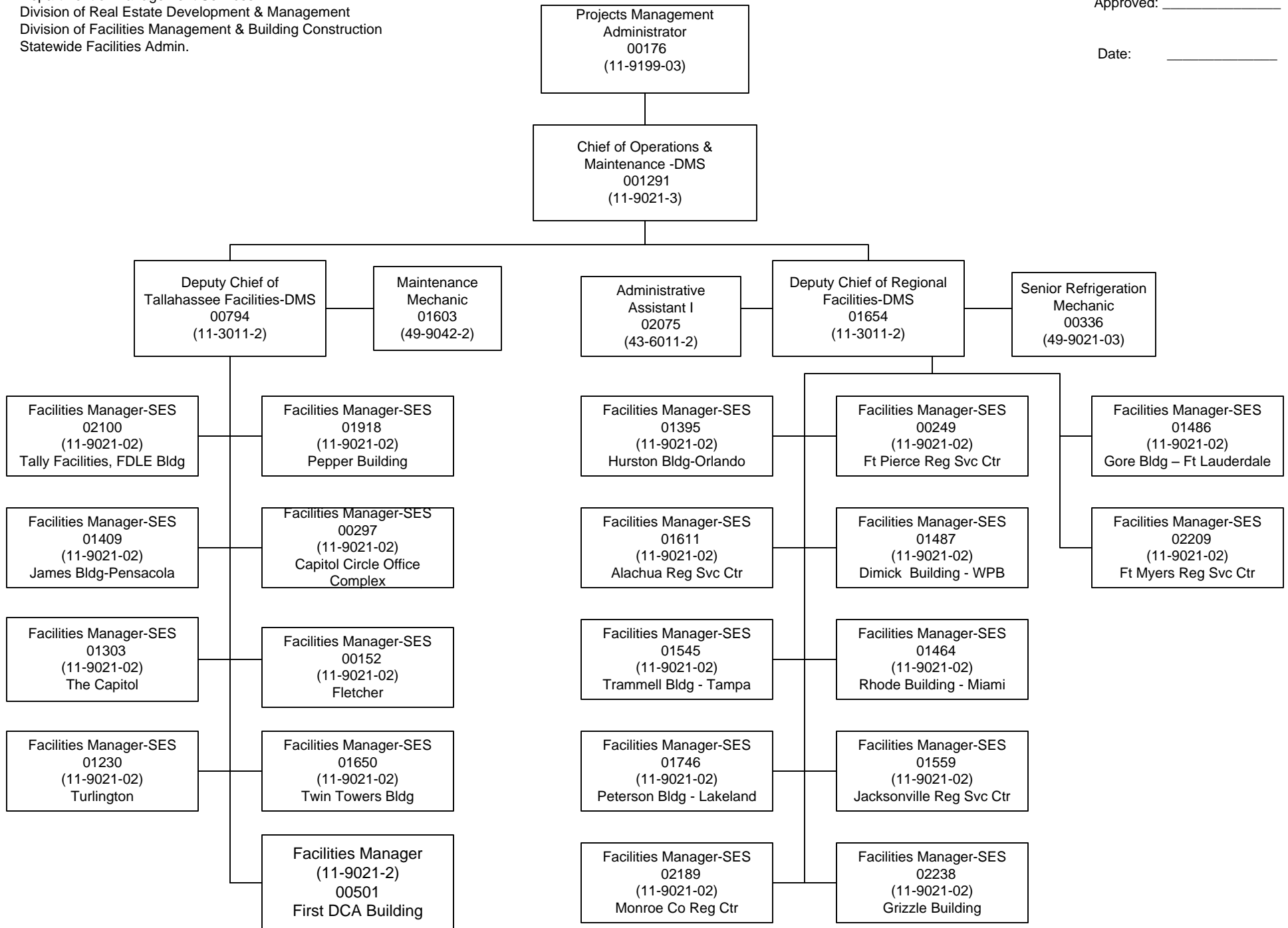


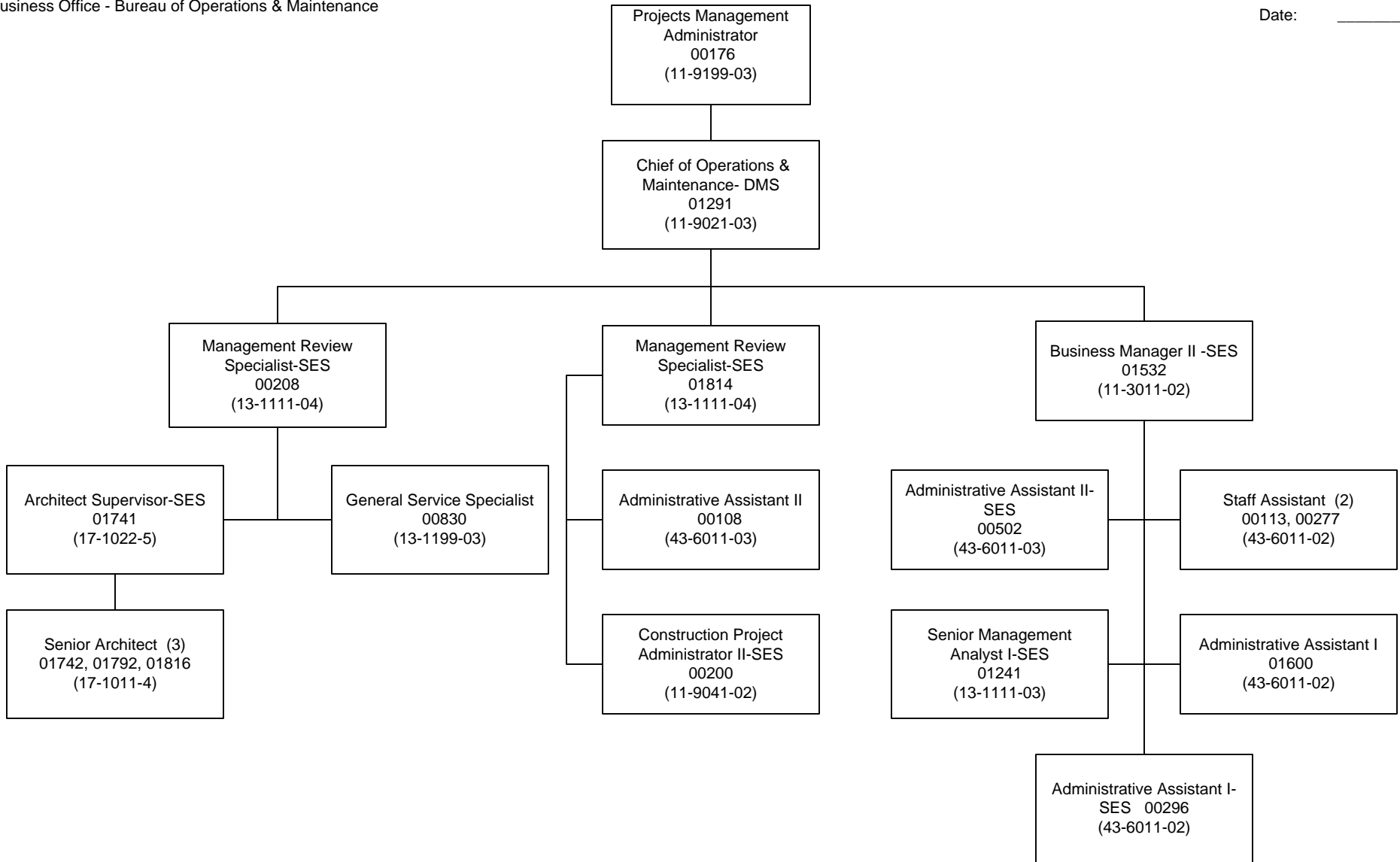


Approved: _____

Date: _____



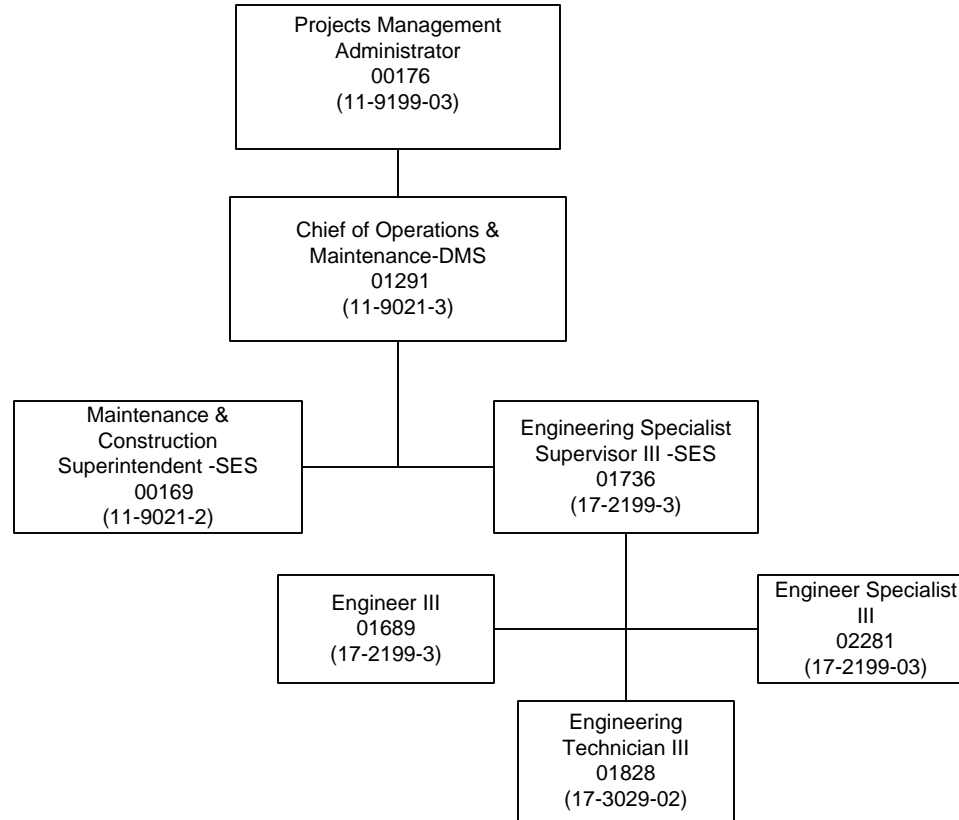




Department of Management Services
Real Estate Development & Management
Bureau of Operations & Maintenance
Safety & Fire Control Engineering

Approved: _____

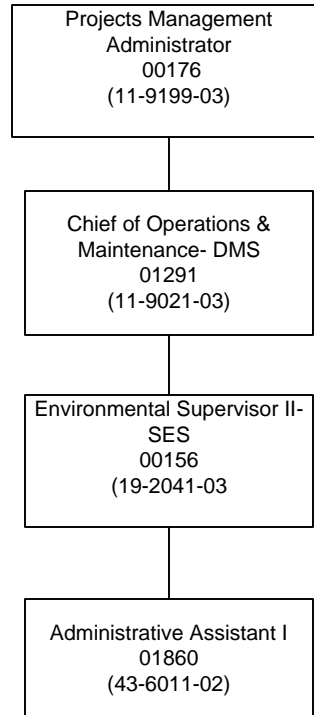
Date: _____



Department of Management Services
Division of Real Estate Development & Mgmt.
Division of Facilities Management & Building Construction
Environmental Health & Safety

Approved: _____

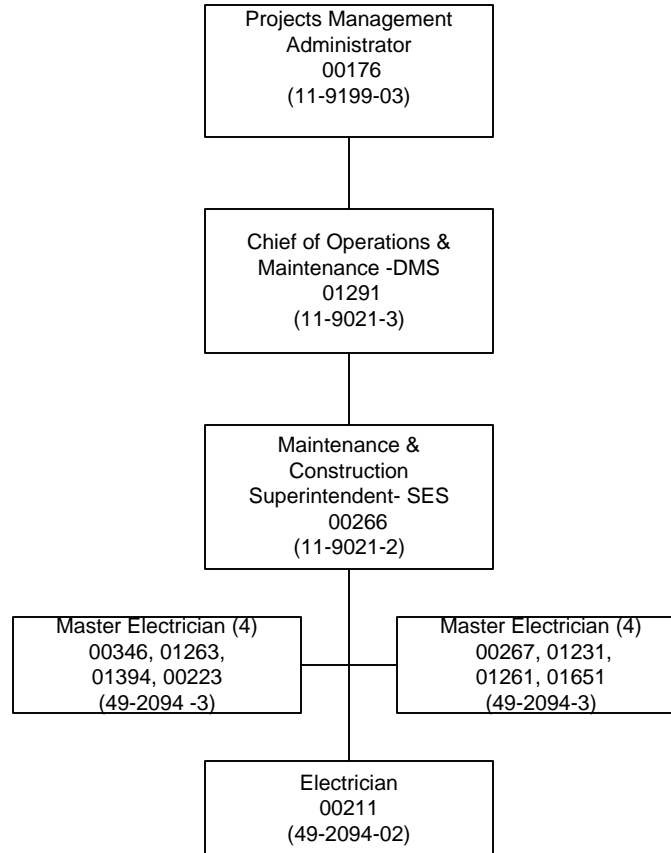
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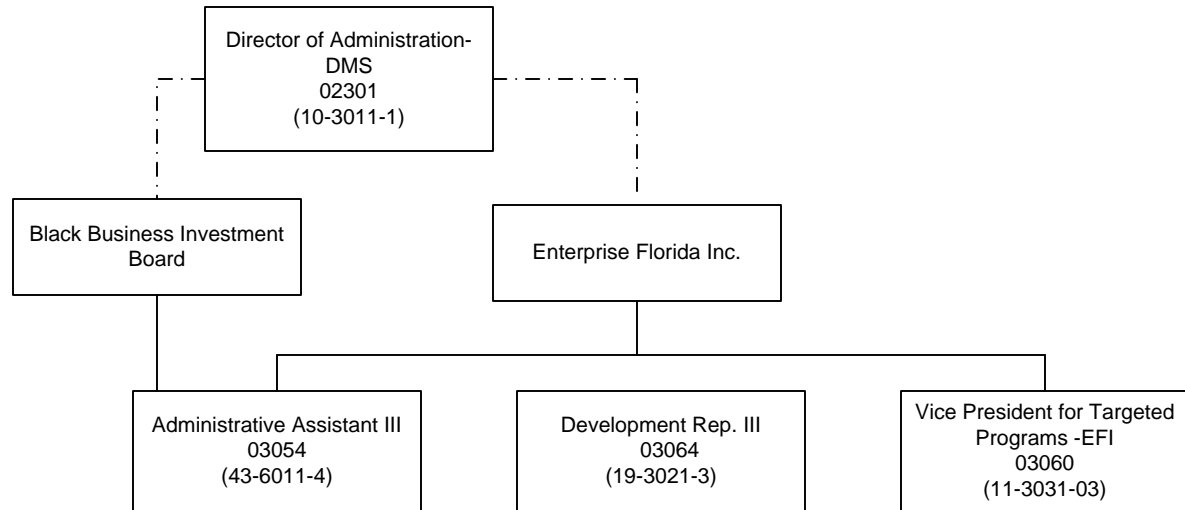


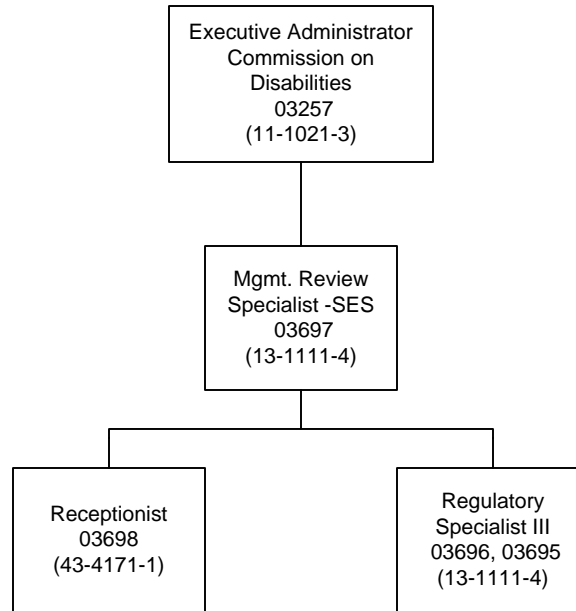
Approved: _____

Date: _____

Department of Management Services
Division of Real Estate Development & Management
Division of Facilities Management & Building Construction
Central Construction Team & Central Electrical Response Team

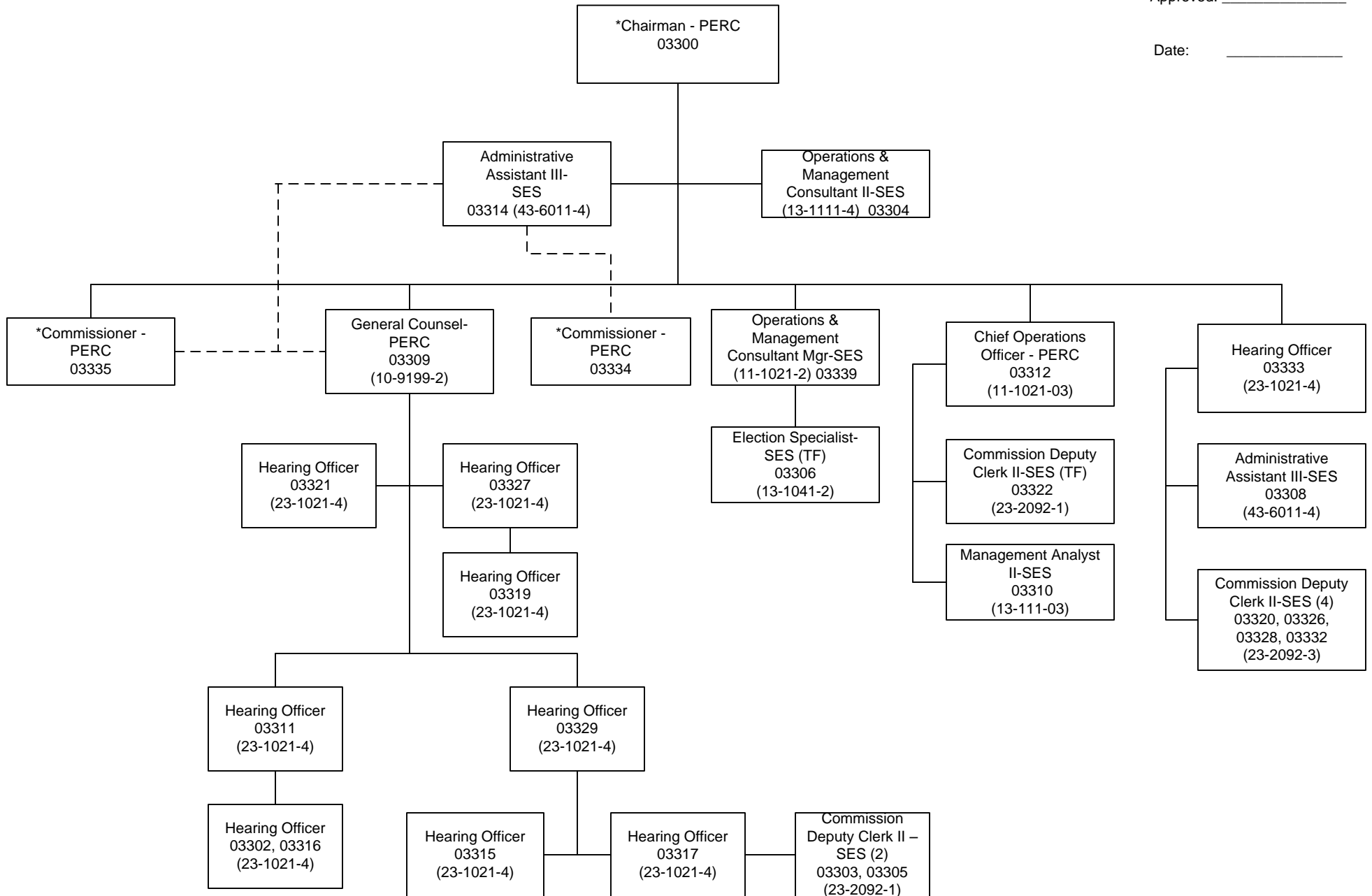


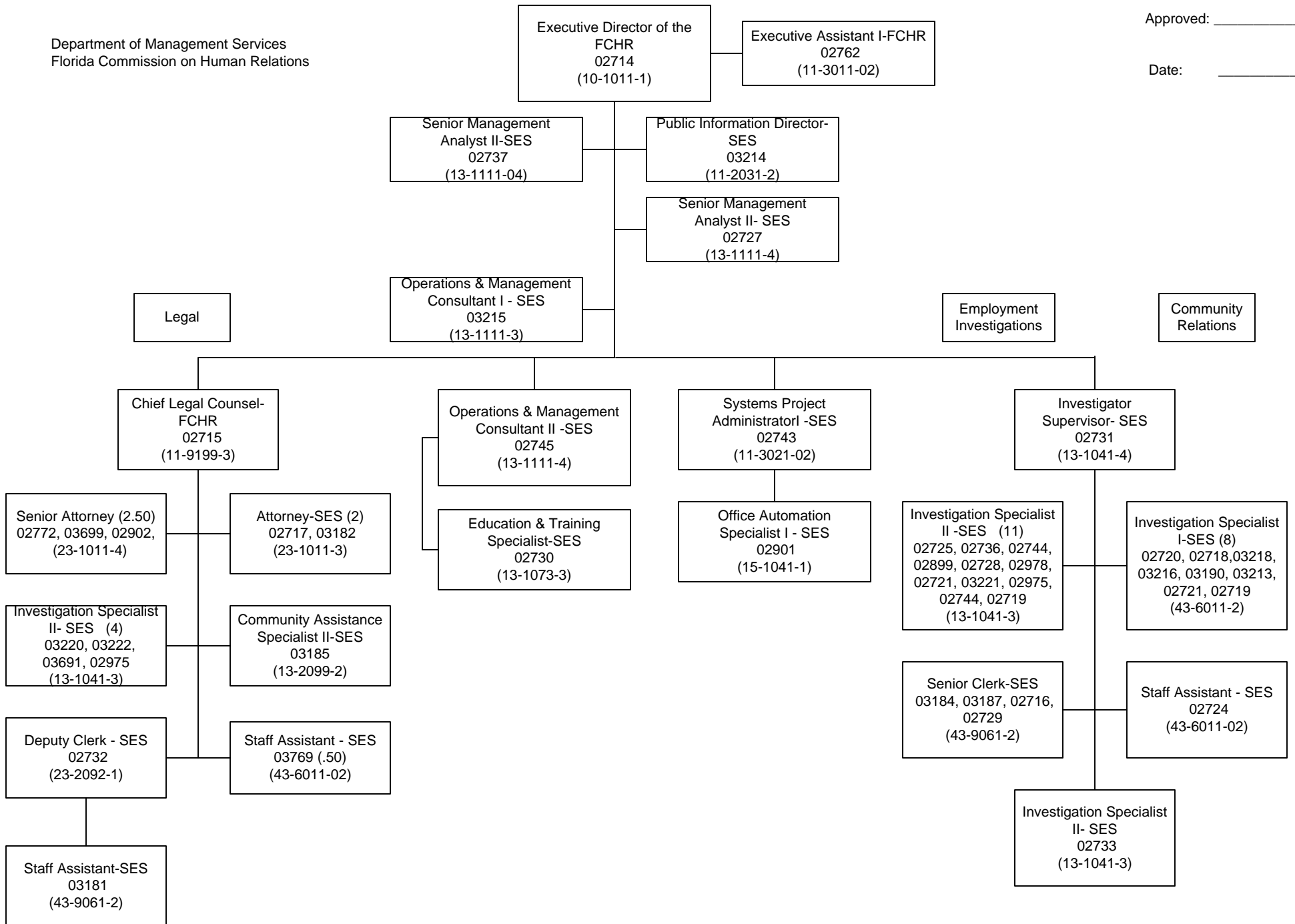


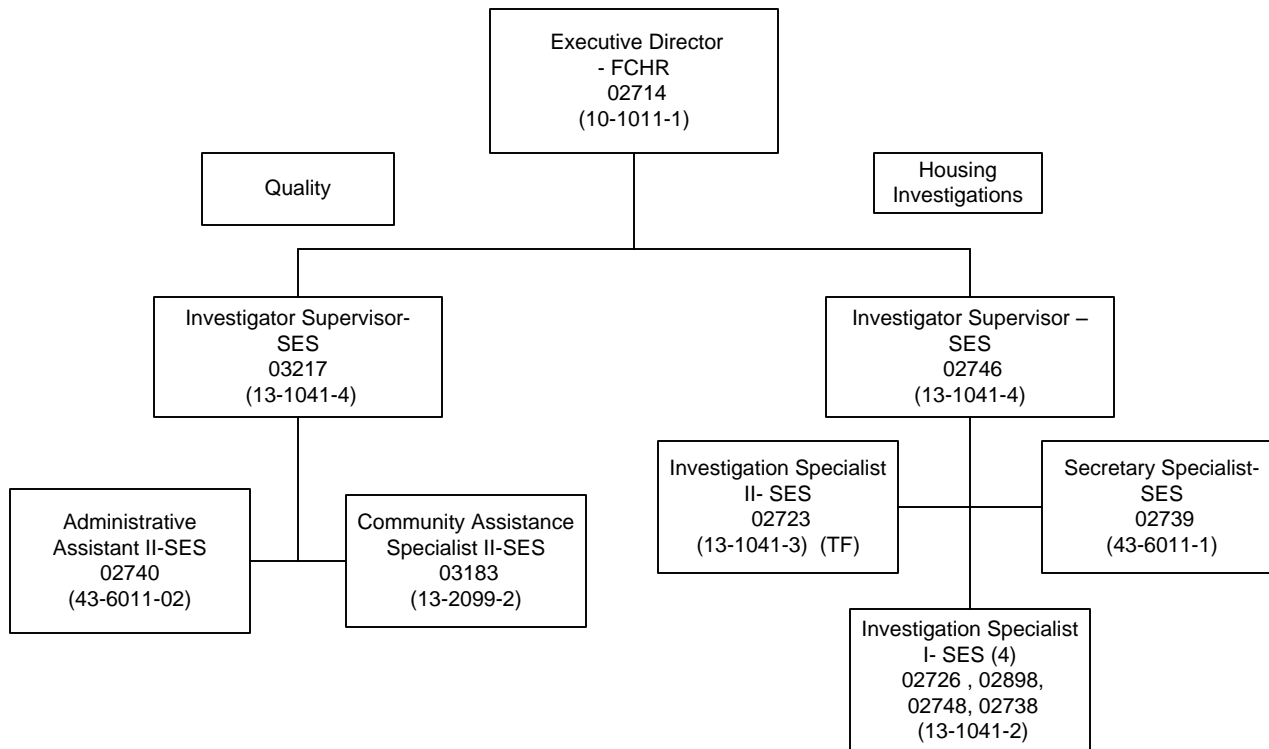


Approved: _____

Date: _____







MANAGEMENT SERVICES, DEPARTMENT OF		FISCAL YEAR 2009-10			
SECTION I: BUDGET		OPERATING		FIXED CAPITAL OUTLAY	
TOTAL ALL FUNDS GENERAL APPROPRIATIONS ACT		529,192,574		46,363,196	
ADJUSTMENTS TO GENERAL APPROPRIATIONS ACT (Supplementals, Vetoes, Budget Amendments, etc.)		8,153,339		0	
FINAL BUDGET FOR AGENCY		537,345,913		46,363,196	
SECTION II: ACTIVITIES * MEASURES		Number of Units	(1) Unit Cost	(2) Expenditures (Allocated)	(3) FCO
Executive Direction, Administrative Support and Information Technology (2)					45,722,253
Process Payroll And Benefits For Leased State Employees * Number of employees in state leasing services		4	172,778.00	691,112	
Operate And Maintain Department Of Management Services' Pool Facilities * Number of maintained square feet (private contract and agency)		7,756,370	6.05	46,951,083	
Operate And Maintain Non-pool Facilities * Number of maintained square feet (private contract and agency)		7,756,370	0.12	898,156	
Administer Bonding Program And Plan For State Office Space Requirements * Number of net square feet of pool facilities		6,251,458	0.38	2,364,866	
Manage Private Sector And State Leases For State Agencies * Number of leases managed		1,282	2,702.96	3,465,191	
Manage Pool Facility Parking Lots * Number of parking spaces		24,948	11.38	283,838	
Provide Facilities Security * Number of facilities secured		18	60,945.06	1,097,011	
Manage Construction Projects * Dollar volume of Fixed Capital Outlay project starts		23,449,514	0.07	1,726,534	
Adjudicate And Facilitate Mediation Of Labor And Employment Disputes Through The Public Employees Relations Commission * Number of labor and employment dispositions		1,286	3,964.79	5,098,722	
Operate And Maintain The Executive Aircraft Pool * Number of flight hours		277	10,941.72	3,030,856	
Acquire And Redistribute Federal Surplus Property * Dollar value of donated property		9,387,996	0.06	570,692	
Acquire And Redistribute Military Excess Property * Dollar value of donated property		9,387,996	0.01	127,379	
Provide New Vehicle And Watercraft Acquisition Support * Number of vehicles and watercraft acquired		629	481.64	302,949	
Operate And Maintain The Equipment Management Information System (emis) * Number of state vehicles tracked		26,286	33.46	879,577	
Manage State Vehicle And Watercraft Disposal * Number of vehicles and watercraft disposed of		1,321	527.04	696,216	
Establish And Administer State Term (master) Contracts And Negotiated Agreements * Dollars expended by State Agencies using the State Term Contracts and Negotiated Agreements		879,673,684	0.03	22,825,498	
Provide Minority Access To Contracting Opportunities * Number of businesses certified and registered		55,366	13.74	760,934	
Manage And Oversee Minority Business Compliance * Number of businesses reviewed and audited		100	7,609.34	760,934	
Provide Human Resource Management Expertise/Consulting * Number of authorized FTE and OPS employees in the State Personnel System		122,975	28.15	3,461,336	
Provide Americans With Disabilities Act (ada) Compliance Recommendations, Training And Public Awareness Activities * Number of people trained or assisted		5,900,000	0.08	470,538	
Provide A Statewide System Of Disability Services And Resource Information To Citizens * Number of citizens served by the Disability Information Office		7,278	60.85	442,861	
People First Contract Management * Number of users supported by the HR system		240,000	190.14	45,634,248	
Administer The Health Insurance Program * Number of enrollees		177,195	135.88	24,078,021	
Administer The Life Insurance Program * Number of enrollees		158,117	0.01	1,449	
Administer The Flexible Spending Account Program * Number of enrollees		14,854	4.72	70,182	
Administer The Supplemental Insurance Program * Number of enrollees		175,007	6.91	1,209,061	
Administer The Disability Benefits Program * Number of enrollees		24,400	1.05	25,595	
Provide Local Government Pension Plan Oversight * Number of Local Pension Plans Reviewed		140,000	13.22	1,851,401	
Administer The Florida Retirement System * Number of FRS members		993,281	30.83	30,627,093	
Administer The Retiree Health Insurance Subsidy Program * Number of Recipients of the Health Insurance Subsidy		270,847	0.62	167,009	
Administer The State University System Optional Retirement Program * Number of participants in the SUS Optional Retirement Program		16,322	19.63	320,480	
Contract For The Construction, Operation And Oversight Of Private Prisons * Number of beds occupied		7,691	331.79	2,551,830	
Investigate Complaints Of Civil Rights Violations * Number of inquiries/investigations		17,013	466.75	7,940,732	
TOTAL				211,383,384	45,722,253
SECTION III: RECONCILIATION TO BUDGET					
PASS THROUGHS					
TRANSFER - STATE AGENCIES				254,847,083	
AID TO LOCAL GOVERNMENTS					
PAYMENT OF PENSIONS, BENEFITS AND CLAIMS				14,012,578	
OTHER					
REVERSIONS				57,102,908	640,943
TOTAL BUDGET FOR AGENCY (Total Activities + Pass Throughs + Reversions) - Should equal Section I above. (4)				537,345,953	46,363,196

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

(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.

ACTIVITY ISSUE CODES SELECTED:

TRANSFER-STATE AGENCIES ACTIVITY ISSUE CODES SELECTED:

1-8: ACT0680 ACT0700 ACT8010 ACT8020 ACT8030 ACT8040

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 ***

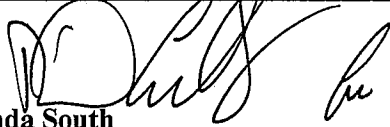
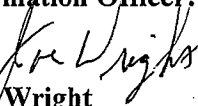



TOTALS FROM SECTION I AND SECTIONS II + III:

*** NO DISCREPANCIES FOUND ***

TOTALS FROM SECTION I AND SECTIONS II + III:

DEPARTMENT: 72	EXPENDITURES	FCO
FINAL BUDGET FOR AGENCY (SECTION I):	537,345,913	46,363,196
TOTAL BUDGET FOR AGENCY (SECTION III):	537,345,953	46,363,196
	-----	-----
DIFFERENCE:	40-	
(MAY NOT EQUAL DUE TO ROUNDING)	=====	=====

**SCHEDULE XIIB: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES
UNDERTAKEN IN THE LAST FIVE YEARS**

Schedule XII-B Cover Sheet and Agency Project Approval	
Agency: Department of Management Services	Schedule XII-B Submission Date: October 15, 2010
Project Name: Private Prison Monitoring -- Blackwater River Correctional Facility	Is this project included in the Agency's LRPP? ___ Yes <u>X</u> No
FY 2010-2011 LBR Issue Code:	FY 2010-2011 LBR Issue Title:
Agency Contact for Schedule XII-B (Name, Phone #, and E-mail address): Debra Forbess, 487-9911; debra.forbess@dms.myflorida.com	
AGENCY APPROVAL SIGNATURES	
I am submitting the attached Schedule XII-B in support of our legislative budget request. I have reviewed and agree with the information in the attached Schedule XII-B.	
Agency Head:  Printed Name: Linda South	Date: 10/13/2010
Agency Chief Information Officer:  Printed Name: Joe Wright	Date: 10/7/10
Budget Officer:  Printed Name: Debra Forbess	Date: 9/30/10
Planning Officer:  Printed Name: David Faulkenberry	Date: 10/13/2010
Project Sponsor:  Printed Name: JD Solie	Date: 9-24-10

**SCHEDULE XIIB: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES
UNDERTAKEN IN THE LAST FIVE YEARS**

Schedule XII-B Cover Sheet and Agency Project Approval	
Agency: Department of Management Services	Schedule XII-B Submission Date: October 15, 2010
Project Name: Private Prison Monitoring – Blackwater River Correctional Facility	Is this project included in the Agency’s LRPP? _____ Yes <u> X </u> No
FY 2010-2011 LBR Issue Code:	FY 2010-2011 LBR Issue Title:
Agency Contact for Schedule XII-B (Name, Phone #, and E-mail address): Debra Forbess, 487-9911; debra.forbess@dms.myflorida.com	
AGENCY APPROVAL SIGNATURES	
I am submitting the attached Schedule XII-B in support of our legislative budget request. I have reviewed and agree with the information in the attached Schedule XII-B.	
Agency Head:	Date:
Printed Name: Linda South	
Agency Chief Information Officer:	Date:
Printed Name: Joe Wright	
Budget Officer:	Date:
Printed Name: Debra Forbess	
Planning Officer:	Date:
Printed Name: David Faulkenberry	
Project Sponsor:	Date:
Printed Name: JD Solie	

**SCHEDULE XIIB-1: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES
UNDERTAKEN IN THE LAST FIVE YEARS – BACKGROUND INFORMATION**

Background Information	
1.	<p>Provide a narrative summary describing the agency’s decision to outsource or privatize the service or activity.</p> <p>Attach to Schedule XII-B copies of the original business case and cost benefit analysis. If these documents are unavailable, attach any documents which state the original intention of the outsourcing or privatization initiative that will detail its goals, objectives, and expected outcomes. Such documents may include (a) original legislative budget requests, (b) original budget amendments, (c) legislative presentations, or (d) agency planning documents.</p>
	<p>The Florida Legislature authorized the construction and operation of privately operated institutions in 1989. The privatization purpose was to reduce the costs associated with the state’s rising inmate population and to identify innovative and effective approaches to corrections. In 1993, the Florida Legislature created the Correctional Privatization Commission for the purpose of entering into contracts for the construction and operation of private correctional facilities. In July 2004, the Correctional Privatization Commission was transferred to the Department of Management Services (DMS) for contractual oversight of five private correctional facilities. The Correctional Privatization Commission was abolished in July 2005.</p>
2.	<p>Have the anticipated cost savings and benefits of the initiative realized? Explain.</p> <p>Chapter 957.07, Florida Statute, requires the contract or series of contracts for a facility result in a cost savings of 7-percent over the public provision of a similar facility. However, due to difference in educational and substance abuse programs offered and the size of private facilities compared to public facilities, the actual cost savings varies. In 2001, the Legislature created the Prison Per Diem Workgroup to develop consensus per diem rates to determine the level of funding provided to privately operated prisons, which must reflect at least a 7-percent saving when compared to the Department of Corrections. In 2005, DMS re-bid the operations and management contracts for the Lake City and South Bay Correctional Facilities. The contracts were executed effective July 1, 2006 and will end June 30, 2009. The cost savings achieved over the Department of Corrections’ per diem for Lake City over three (3) years was \$4,014,001. The cost savings achieved over the Department of Corrections’ per diem for South Bay over three (3) years was \$13,846,212.45. In 2006, DMS re-bid the operations and management contract for the Bay, Gadsden, and Moore Haven Correctional Facility. The contract period began July 10, 2007 (Bay and Gadsden) and July 1, 2009 (Moore Haven), the contracts will end June 30, 2010. The cost savings achieved over the Department of Corrections per diem over three (3) years was \$1,987,480 at the Bay Correctional Facility, the savings over three (3) years at the Moore Haven Facility was \$2,877,999, and the three (3) year savings at the Gadsden Facility was \$5,273,733. In 2009, DMS re-bid the operations and management contracts for the Lake City and South Bay Correctional Facilities. The contracts became effective in July 2009 for three year term. The cost savings achieved over the Department of Corrections’ per diem was \$6,551,493 for the three (3) year term on the Lake City contract and \$23,638,422 for the three (3) year term on the South Bay contract. In 2010, DMS re-bid the operations and management contracts for the Bay, Gadsden, Graceville & Moore Haven Correctional Facilities. The total cost savings of the four contracts over three years will be \$3.8 million.</p>
3.	<p>Provide a narrative description of the type of procurement method used to outsource or privatize the service or activity.</p>

Attach a copy of any solicitation documents, requests for quote, or similar document issued by the agency for this procurement.

The Correctional Privatization Commission (CPC) issued a Request for Proposal (RFP) for 6 correctional facilities. The RFP for the designing, financing, acquiring, leasing, constructing, and operating 3 adult male and 3 youthful offender facilities were issued. One adult female facility was transferred from the Department of Corrections to the CPC in July 1999. Two of the youthful offender facilities, once constructed, were transferred to the Department of Juvenile Justice for oversight of operation. These two facilities were later transferred from the Department of Juvenile Justice to the Department of Corrections for oversight of operation. Since the transfer of the private correctional facilities to the DMS, the following procurements have been completed:

- 1) An ITN was issued in 2005 for the design-build and operations and management of a new facility in Graceville, Florida. Contracts for both were executed in February 2006. The Graceville Correctional Facility became operational in September 2007;
- 2) An ITN was issued and a contract was executed in 2005 for a project manager to oversee the design and construction of the new facility in Graceville, Florida. This contract was extended in 2007 to include services for the 384-bed expansion project authorized in the 2007 Legislative Session;
- 3) ITNs were issued in 2005 for the expansion of three facilities (Bay, Gadsden, and Moore Haven), with both the design-build and operations and management contracts executed in February 2006. The expansions were completed in July 2007;
- 4) An ITN was issued and a contract was executed in 2005 for a project manager to oversee the design and construction of the expansion of Bay, Gadsden, and Moore Correctional Facilities;
- 5) An ITN was issued and a contract was executed in 2006 for a study to be completed which would compare the costs to operate a private correctional facility against the costs to operate a similar state operated facility;
- 6) ITNs were issued in 2005 for the re-bid of the operations and management contracts at the Lake City and South Bay Correctional Facilities. The contracts were executed in June 2006, for a three-year period beginning July 1, 2006 – June 30, 2009;
- 7) ITNS were issued in November 2006 for the re-bid of the operations and management contracts for the Bay, Gadsden, and Moore Haven Correctional facilities. The contracts were effective in July 2007 and will end June 30, 2010;
- 8) An RFP was issued for project management services to include oversight of all authorized design build contracts. The contract was executed in July 2008 for a five year term;
- 9) An ITN was issued in August 2007 for a 384-bed expansion at the Graceville Correctional Facility. The expansion was completed in February 2009 and inmates began to be transferred to the additional beds in July 2009;
- 10) An ITN was issued in September 2008 for the design, build and operations of a new 2,000 bed correctional facility. The design build contract was executed on March 18, 2009. The operations and management contract has not been finalized. The facility will become operational in October 2010; and
- 11) In 2009, ITNs were issued for the re-bid of the operations and management contracts for the Lake City and South Bay Correctional Facilities. The contracts were effective July 31, 2009 and July 1, 2009 respectively.
- 12) During the 2009-2010 Fiscal Year, an RFP was issued to re-bid the Bay, Gadsden, Moore Haven and Graceville Correctional Facilities.

4. Section 287.057(14), Florida Statutes, allows contracts for commodities and contractual services to be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Such renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

For the outsourced or privatized service or activity, identify the number of times the contract has been renewed and specify the renewal period of each. Attach a copy of the documentation verifying the contractor's satisfactory performance compliance required prior to each renewal.

Bay Correctional Facility's operations and management contract effective July 1, 2000 contract terminated on June 30, 2002. The contract was renewed for one year periods as follows: July 1, 2002 – June 30, 2003 / July 1, 2003 – June 30, 2004 / July 1, 2004 – June 30, 2005. Currently due to expansion at the facility, the contract has been renewed July 1, 2005 – June 30, 2007. The contract was extended from July 1, 2007 – July 9, 2007 for the final completion of contract negotiations. Gadsden Correctional Facility's operation and management contract effective July 1, 1999 terminating June 30, 2001. The contact was then renewed for a two year period effective July 1, 2001 – June 30, 2003. The contract was then renewed for one year periods as follows: July 1, 2003 – June 30, 2004 / July 1, 2004 – June 30, 2005. The contract has been renewed July 1, 2005 – June 30, 2007, due to an expansion project. A new operations and management contract was effective July 10, 2007 and was to terminate on June 30, 2010. The contract was extended to July 31, 2010.

Gadsden Correctional Facility's operation and management contract effective July 1, 1999 contract terminated June 30, 2001. The contact was then renewed for a two year period effective July 1, 2001 – June 30, 2003. The contract was then renewed for one year periods as follows: July 1, 2003 – June 30, 2004 / July 1, 2004 – June 30, 2005. The contract was renewed July 1, 2005 – June 30, 2007, due to expansion at the facility. The July 1, 2005 – June 30, 2007 contract was extended until July 9, 2007 to complete negotiations. A new operations and management contract was effective July 10, 2007 and will terminate on June 30, 2010. The contract was extended to July 31, 2010.

Lake City Correctional Facility's operations and management contract effective February 14, 2000 terminating on June 30, 2001. The contract was then renewed for a two year period effective July 1, 2001 – June 30, 2003. The contact was then renewed for one year periods as follows: July 1, 2003 – June 30, 2004 / July 1, 2004 – June 30, 2005 / July 1, 2005 – June 30, 2006. An ITN was issued in 2005 for the re-bid of the contract. The contract was executed in June 2006, for a three-year period beginning July 1, 2006 – June 30, 2009. Two Two-week renewals were executed in July 2009 to finalize the new contract. An ITN was issued in 2009 for the re-bid of the contract. The contract was executed July 31, 2009 for a three-year term effective July 31, 2009 – June 30, 2012.

Moore Haven Correctional Facility's operations and management contract effective July 1, 2000 and terminated on June 30, 2002. The contract was renewed for a two year period effective July 1, 2002 – June 30, 2004. The contract was then renewed July 1, 2004 – June 30, 2005. Currently due to expansion at the facility, the contract has been renewed July 1, 2005 – June 30, 2007. A new contract was effective July 1, 2007 and will terminate on June 30, 2010. The contract was extended to July 31, 2010.

South Bay Correctional Facility's operations and management contract dated February 3, 2000 terminating on June 30, 2001. The contract was then renewed for a two year period effective July 1, 2001 – June 30, 2003. The contract was renewed for one year periods July 1, 2003 – June 30, 2004 / July 1, 2004 – June 30, 2005 / July 1, 2005 – June 30, 2006. An ITN was issued in 2005 for the re-bid of the contract. The contract was executed in June 2006, for a three-year period beginning July 1, 2006 – June 30, 2009. An ITN was issued in 2009 for the re-bid of the contract. The contract was executed July 1, 2009 for a three-year term effective July 1, 2009 – June 30, 2012.

Graceville Correctional Facility's operations and management contract became effective in September 2007 and will terminate on September 25, 2010.

5. For the outsourced or privatized service or activity, has the contractor satisfactorily complied with all service level requirements? Provide a narrative summary describing service level requirements compliance or noncompliance.

Chapter 957.04 requires the vendor providing operations must seek, obtain and maintain accreditation by the American Correctional Association (ACA) for each facility. Each facility has achieved ACA accreditation and has maintained re-accreditation every three years. The privately operated facilities have had no inmate escapes ensuring public safety. The vendors continue to implement innovative programs at the facilities to aid inmate transition into society after release.

6. Describe any unexpected benefits from outsourcing or privatization of the service or activity.

The privately operated facilities have been able to maintain educational and substance abuse programs, whereas the Department of Corrections has had to cut programs offered to inmates in the public facilities. The programs are beneficial in ensuring inmates have a GED, training for job placement and an understanding that substance abuse must be managed to prevent recidivism once released from custody.

7. Describe any unexpected problems or issues with the outsourcing or privatization of the service or activity.

Subsequent to the transfer and as a result of the IG Audit, DMS (Bureau of Private Prison Monitoring) has:

- 1) Developed a reporting method comparing vacancies against program numbers which has been consistent since implementation. Calculation of deductions has also been consistent since implementation of the new process in January 2005.
- 2) Provided to the vendors and its Contract Managers written instructions and enhancements to methods of reporting information to ensure consistency in their reporting methods and response time.
- 3) Received three (3) additional FTEs. One position is responsible for screening/reviewing criminal background information once completed for each potential new hire at the correctional facilities, interpreting the criminal history, and notifying the vendor whether the potential new hire is clear or not clear to be employed at the correctional facility. The other two (2) positions are Management Review Specialists who are routinely traveling to the correctional facilities to conduct quality reviews, assist the Contract Managers, developing reports and recommendations, and developing policies and procedures.
- 4) The two (2) Management Review Specialists have met with all respective Department of Corrections' Regional Directors to convey the Bureau's interest in being as reciprocal as possible on information and cooperation.
- 5) All private prison wardens will be attending monthly regional warden meetings.
- 6) All facilities will now forward their draft response to these routine audits to us prior to them being sent outside of the private prison system.
- 7) Mandated weekly meetings between the Wardens and the Contract Monitors. The one-on-one meetings include discussion relating to pending incidents/investigations and their status, policy issues, vacancy

issues, follow-up to pending issues, etc. The Contract Managers are providing weekly to the Bureau an update/status of issues discussed.

8) Provided substantive training in April 2006 for central office staff and the Contract Managers. Training was provided by the Department of Children and Families; Department of Corrections; the Florida Department of Law Enforcement; and the Department of Financial Services. Training sessions included investigations; MINS reports; procedures; contract monitoring; proper content of personnel files; and officer discipline.

9) In May 2009, sixteen hours of training was provided to the six on-site contract managers in coordination with the Department of Corrections that is also provided to their staff that interact with inmates within correctional facilities.

As a result of the training many new practices have been developed or are in the process of being developed to further enhance oversight as follows:

- A complete revamping of the Contract Monitoring Manual utilizing the instrument/contract monitoring tools. In 2007, the new monitoring instrument was launched in a web-based database. The database generates approximately 74-77 indicators that are reviewed on a monthly basis by the contract managers. The indicators are reviewed and a score is assessed on the vendor's performance;
- Bureau staff have been added to mailing lists at the Department of Corrections and FDLE to ensure the Bureau is kept abreast of industry changes and to maintain working relationships between the various agencies;
- Receive daily updates from the Department of Corrections in real time through the computer system which reflect any incidents statewide, through the Emergency Action Center and Management Information Notification System (MINS).
- Bureau staff have been given access to FDLE's Automated Training Management System (ATMS) which will allow staff to view correctional officers' files; access will ensure appropriate monitoring of issues within the facilities;
- Coordinating with FDLE for the Contract Managers to attend FDLE quarterly meetings;
- Implemented the use of a standard inmate grievance report as a statewide form for the private facilities;
- Mandated weekly meetings between the Bureau's on site Contract Managers and the facilities' wardens to improve communications;
- Developed a reporting mechanism for the Contract Managers to report incidents/investigations to the Bureau in the web-based database in real time;
- Will conduct annual training/retreat;
- Coordinate with the DC's IG's office on conducting regular quarterly or semi-annually audits (canine unit) at each facility;
- Additional tours/visits will be made to the facilities by central office staff;
- Added Contract Managers as participants in the Bureau's weekly staff meetings; and
- Implemented an Inmate Welfare Trust Fund (IWTF) Committee to review and approve proposed expenditure requests for each correctional facility.
- Implementation of policy on response to official audits, where the Bureau has a uniform system to ensure any findings are corrected or contract credits are applied.

8. Briefly describe your agency's overall level of satisfaction with the results of outsourcing or

privatization of the service or activity.

Privatization of correctional facilities has resulted in innovative programs in the facilities which benefit the inmate population. The educational and substance abuse classes will enable the inmates, upon release, to find gainful employment and make life choices that will prevent re-offending and the return to prison. Competitively bidding operations and management contracts have resulted in cost savings to the state.

9. What lessons learned should be shared with other agencies considering the outsourcing or privatization of a similar service or activity?

Implementation of policy and procedures to ensure that guidelines are established would be beneficial for both the state and vendor. Appointing commission members that are not paid employees of the state and volunteer their time to make decisions on contractual issues that impact the state was not effective. The appropriation for the administration of the contracts is within the Department of Management Services budget and the appropriations for the operation of the facilities within the Department of Corrections budget results in a division of the responsibility and challenges.

Office of Policy and Budget – July, 2008

SCHEDULE XIIB-2: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES UNDERTAKEN IN THE LAST FIVE YEARS - COST AND DELIVERABLES DATA

Section I: Cost Data

Blackwater River Correctional Facility

Fiscal Year	Planned Costs	Actual/Revised Costs	Planned Savings	Actual/Revised Savings
FY 2007 - 2008	\$	\$	\$	\$
FY 2008 - 2009	\$	\$	\$	\$
FY 2009 - 2010	\$	\$	\$	\$
FY 2010 - 2011	\$30,660,000	\$	\$	\$
FY 2011 - 2012	\$	\$	\$	\$
FY 2012 - 2013	\$	\$	\$	\$
FY 2013 - 2014	\$	\$	\$	\$
FY 2014 - 2015	\$	\$	\$	\$
FY 2015 - 2016	\$	\$	\$	\$
FY 2016 - 2017	\$	\$	\$	\$

Variance	Reasons			
Cost				
Savings				

Section II: Deliverables and Milestones Schedule

For each outsourced or privatized service or activity, complete the deliverables and milestones schedule below:

Deliverables and Milestones	Original	Actual Date/ Revised Date
Daily operations of a 2,000 bed adult male correctional facility housing medium and close custody inmates. The facility will become operational in October 2010.		

Variance	Reasons			
Schedule				

Office of Policy and Budget - July, 2008



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
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Governor Charlie Crist

Secretary Linda H. South

MEMORANDUM

DATE: April 13, 2010

TO: Linda South, Secretary
James Finch, Chief of Staff

THRU: Anthony Garcia, Director, Departmental Purchasing

FROM: Negotiation Team: Ailneal (Neal) Morris Management Review Specialist, Private Prison Monitoring (Lead Negotiator); Michael Weber, Chief, Private Prison Monitoring; Kim Mims, Management Review Specialist, Private Prison Monitoring; James Upchurch, Chief of Security Operations, Department of Corrections; Jimmie Smith, Contracting Supervisor, Office of Health Services, Department of Corrections

SUBJECT: Invitation to Negotiate No.: DMS 09/10-017; Operation and Management of Bay, Gadsden, Graceville, and Moore Haven Correctional Facilities; Negotiation Team Recommendation of Award

I. INTRODUCTION

As to ITN No. DMS 09/10-017 – Operation and Management of the Bay, Gadsden, Graceville, and Moore Haven Correctional Facilities (the “ITN”), the Negotiation Team hereby provides its recommendation of award.

The purpose of this solicitation is to establish contracts for the operation and management of Bay Correctional Facility, Gadsden Correctional Facility, Graceville Correctional Facility and Moore Haven Correctional Facility for the Florida Department of Management Services, Bureau of Private Prison Monitoring (generally referred throughout this memo as “the services”). As to the services, the ITN provides the following:

The Florida Department of Corrections (“DC”) is responsible for providing care and custody for State of Florida inmates. Further, pursuant to chapter 957, Florida Statutes, DMS has the authority to enter into contracts with vendors to operate correctional facilities. State of Florida correctional facilities operated by vendors are generally referred to as “private prisons.” In addition to satisfying the legal requirements applicable to operating a private prison, vendors will also be required to coordinate the provision of services with the DC.

ITN No.: DMS 09/10-017
Recommendation of Award

Section 957.07, Florida Statutes, addresses the cost-savings requirements applicable to this procurement. The statute provides in part:

(1) The Department of Management Services may not enter into a contract or series of contracts unless the department determines that the contract or series of contracts in total for the facility will result in a cost savings to the state of at least 7 percent over the public provision of a similar facility. Such cost savings as determined by the Department of Management Services must be based upon the actual costs associated with the construction and operation of similar facilities or services as determined by the Department of Corrections and certified by the Auditor General.

Respondents will be required to provide their pricing as a per inmate per day amount (i.e., per diem rate). Respondent must submit a separate Response for each Facility it would like to compete for. Subject to legislative appropriations, each Facility will be guaranteed an average daily assignment of inmates of at least ninety-percent (90%) of the maximum bed capacity and contractor(s) will be paid a per diem for at least this guaranteed occupancy regardless of the actual number of inmates at the Facility at that time.

A contract will be awarded to one vendor per Facility and it is possible that one vendor may be awarded all Facilities. The term of each contract will be three (3) years with two possible renewals of two years each (four years of renewals total). Please refer to the requirements below for full details regarding this procurement.

ITN, Section 1.1.

As to negotiation team composition, section 287.057(17), Florida Statutes, provides in part:

(17) For a contract in excess of the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency head shall appoint: [a]t least three persons to conduct negotiations during a competitive sealed reply procurement who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for which commodities or contractual services are sought.

The Negotiation Team included five members—three representatives from the Department of Management Services (“DMS”) and two representatives from DC.

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Recommendation of Award

II. EVALUATION PROCESS

In response to the ITN, the Department received responses from four vendors: Cornell, Corrections Corporation of America (“CCA”), The GEO Group, Inc. (“GEO”), and Management & Training Corporation (“MTC”). As set forth in section 2.15 of the ITN, responses were divided into three (3) categories for evaluation, scoring and ranking purposes. The following shows the maximum number of points that could be awarded by category for each Facility:

Category 1 – Experience and ability to perform	100 Points
Category 2 – Operation Plans and Efficiencies	125 Points
Category 3 – Price (Tab D)	50 Points
<u>Total Evaluation Points:</u>	275 Points ¹

In accordance with sections 2.14 and 2.15 of the ITN, the evaluation committee evaluated the responsive replies and scored them on a scale of 1 to 275 using the criteria prescribed in the solicitation. **See Attachment A for the initial ranking of the vendors for each facility.**

Thereafter, the Negotiation Team proceeded to negotiate with all four of the respondents.

III. NEGOTIATION PROCESS

Section 287.057(3)(b), Florida Statutes provides:

(b) The agency shall evaluate and rank responsive replies against all evaluation criteria set forth in the invitation to negotiate and shall select, based on the ranking, one or more vendors with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state. The contract file must contain a short plain statement that explains the basis for vendor selection and that sets forth the vendor's deliverables and price, pursuant to the contract, with an explanation of how these deliverables and price provide the best value to the state.

Section 957.04(1)(a), Florida Statutes, provides:

(1) A contract entered into under this chapter for the operation of private correctional facilities shall maximize the cost savings of such facilities and shall:

¹ Note that per ITN Amendment Nos. 8 and 10, Answer to question 6, to address a calculation error, the total evaluation point amount was amended from 300 points to 275 points.

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Recommendation of Award

(a) Be negotiated with the firm found most qualified. However, a contract for private correctional services may not be entered into by the Department of Management Services unless the Department of Management Services determines that the contractor has demonstrated that it has:

1. The qualifications, experience, and management personnel necessary to carry out the terms of the contract.
2. The ability to expedite the siting, design, and construction of correctional facilities.
3. The ability to comply with applicable laws, court orders, and national correctional standards.

Section 2.16 of the ITN provides, in pertinent part:

Using the evaluation criteria specified above, in accordance with section 287.057, Florida Statutes, the Department will evaluate and rank replies and, at the Department's sole discretion, proceed to negotiate with Respondent (s) as follows:

A. The highest ranked Respondent(s) for each facility will be invited to negotiate a contract, including compensation models. If necessary, the Department will request revisions to the approach submitted by the top-rated Respondent(s) until it is satisfied that the contract will serve the Department's needs and is determined to provide the best value for the State. This process will continue until a contract is negotiated and executed. The Department may in its sole discretion, award and enter into contracts with more than one Respondent, if in the best interest of the State, but only one Respondent will be chosen per Facility

* * *

D. The focus of the negotiations will be on selecting the Respondent who is the most qualified² to perform the services and who provides the best value to the State.

The Negotiation Team took great care to make sure each vendor understood what their responsibilities would be under the prospective contract. Throughout the negotiations, additional information and verifications were sought from the vendors in order to allow the Negotiation Team to accurately evaluate each vendor's ability to provide the services sought and the costs

² For purposes of this ITN, and in accordance with Chapters 287 and 957, Florida Statutes, price was included as one of the factors for determining the most qualified respondent for each facility.

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associated with each vendor's proposal. The Negotiation Team was impressed with each vendor's overall experience and expertise in providing private prison services.

IV. PRICE ANALYSIS AND COST COMPARISON

As to the analysis of price, section 957.07, Florida Statutes requires that the respondents provide cost savings to the state of at least seven percent (7%) over the public provision of a similar facility. These costs are captured in the per diem rate for each facility.

On February 16, 2010, the Department posted Amendment 12 to the ITN, thereby providing the respondents with the actual costs associated with the operation of the four facilities as determined by the Department of Corrections and as certified by the Auditor General in accordance with section 957.07, Florida Statutes. Attachment B. And on April 1, 2010, at the conclusion of negotiations, the Negotiation Team asked the four respondents to submit their best and final pricing offers ("BAFOs") for the facilities for which they initially submitted a response. As stated in the ITN, it is possible for a single respondent to be awarded all 4 of the correctional facilities that are part of this ITN. As such, the respondents were asked to provide pricing for up to 15 pricing combinations, limited by the number of facilities for which they provided an initial response. See Attachments C, D, E and F.

Per diem costs offered by the respondents offer cost savings greater than the 7 percents savings mandated by section 957.07, Florida Statutes.

The respondents' BAFO pricing for the initial three-year term is compiled in Attachment G.

V. NEGOTIATION TEAM'S RECOMMENDATION

On Thursday, April 8, 2010, after careful consideration and review of all respondents' responses and BAFOs, and at the conclusion of negotiations, the Negotiation Team met in a public meeting to discuss and determine which respondent was the most qualified and would provide the best value to the state for this ITN. See Attachment H. As stated in the minutes to the meeting, the Negotiation Team unanimously determined that CCA was the most qualified vendor and would provide the best value to the state for the Bay, Graceville and Moore Haven facilities.

As to the Graceville Correctional Facility it was noted that several of the respondents demonstrated they could efficiently and effectively operate this facility. It was felt that, of the vendors who bid on Graceville Correctional Facility, CCA demonstrated the best value.

Only CCA and MTC submitted responses to operate the Gadsden Correctional Facility. During the public meeting, three of the five negotiating team members believed that CCA would provide

ITN No.: DMS 09/10-017
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the best value for this facility, and the other two team members believed MTC would provide the best value. As to the three team members that identified CCA as providing the best value, one member noted that the proposals by both CCA and MTC were excellent and there was a relatively small difference in the BAFO pricing between the two. As a result, he said that he had difficulty deciding between the two. This Negotiation Team member stated that any concerns with transitioning operation and management of the facility to a new vendor would be ebbed by continuing to have CCA provide the services, and this was the main reason why he chose CCA. A second member of the Negotiation Team agreed with this assessment. Later in the public meeting one of the Negotiation Team members who identified CCA as providing the best value for this facility stated that programs are important, especially at this facility, but did not change his best value determination because of his concerns regarding transitioning a new vendor into the facility. The third Negotiation Team member who preferred CCA as the vendor for Gadsden Correctional Facility stated that CCA offered to staff the facility in a better manner and that both CCA and MTC submitted very good program plans.

With regard to the two team members who identified MTC as providing the best value for this facility, it was stated that MTC's response was innovative, offered better inmate programming / social learning model for the facility, was more robust and more appropriately addressed the concerns and needs of the Gadsden Correctional Facility adult female population. Although MTC's pricing was less than CCA's, one of the Negotiation Team members noted that MTC's programmatic offering was key to his determination that MTC would provide the best value to the state. This team member further opined that he believed concerns about transitioning operation and management of the facility to a new vendor were satisfactorily addressed during negotiations.

The following chart shows the difference in pricing between an award to CCA for all four facilities versus an award to CCA for the Bay, Graceville and Moore Haven Facilities and an award of the Gadsden Facility to MTC. Note that the chart indicates that either award option would result in savings of at least \$3.8 million over the next three years compared to the per diem prices CCA would have charged for each facility individually.

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ITN No.: DMS 09/10-017
 Recommendation of Award

Three-Year Award Options for ITN DMS 09/10-017

Option #1 CCA- single award pricing	Award to CCA (for four facilities without consideration of reduced pricing proposed for multiple facility awards to one vendor)	\$255,991,465.20	
Option #2 CCA- multiple award pricing	Award to CCA (for four facilities with multiple award consideration)	\$252,151,486.35	Savings \$3,839,978.85
Option #3 CCA - multiple award pricing (3 facilities) and MTC - Gadsden	Award to CCA (for three facilities with multiple award consideration, excluding Gadsden)	\$174,890,038.35	
	Award to MTC for single facility (Gadsden)	\$76,512,468.00	
	Option #3 total price	\$251,402,506.35	Additional Savings over Option #2 \$748,980.00

VI.

CONCLUSION

Based upon the responses received and thorough evaluations, negotiations, and consideration of the best and final offers received from the above-mentioned companies, the negotiation committee recommends awarding contracts for the Bay, Graceville and Moore Haven Facilities to CCA. As to the Gadsden Correctional Facility, as noted above, the Negotiation Team for this ITN did not reach a unanimous decision regarding which vendor was most qualified and would provide the best value to the state. Rather, the Negotiation Team has come to a 3/2 split decision in favor of CCA, with the Negotiation Team expressing differences of opinion regarding transition, facility staffing, inmate programming and price. There is no requirement in chapter 287, Florida Statutes, that the recommendation from the Negotiation Team be unanimous or that a majority decision of the Negotiation Team be conclusive as to the team's recommendation regarding which vendor will provide the best value to the state. Rather, it appears that the strength of the invitation to negotiate process stems not from conformity in a team recommendation, but from the consideration of


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award options by the team based upon each team member's understanding of the services sought and their individual experiences and knowledge.

All respondents met the minimum requirements identified in the ITN, but three (CCA, GEO, MTC) of the four respondents satisfactorily conveyed that they had enough experience, understanding, and resources to effectively provide the service.

It was a unanimous determination by the Negotiation Team that CCA was most qualified and offered the best value with regard to the Bay, Graceville and Moore Haven Correctional Facilities. However, as to the Gadsden Correctional Facility, the team's determination was split. Therefore, as to the Gadsden Correctional Facility, the teams' recommendation is also split. This is the basis for the multiple award options provided above.

AGENCY DECISION:	Cornell	CCA	GEO	MTC
Bay Correctional Facility:	_____	<u> ✓ </u>	_____	_____
Gadsden Correctional Facility:	_____	_____	_____	<u> ✓ </u>
Graceville Correctional Facility:	_____	<u> ✓ </u>	_____	_____
Moore Haven Correctional Facility:	_____	<u> ✓ </u>	_____	_____



Linda South
Secretary, Department of Management Services

 April 13, 2010
Date

Attachment A

**AGENCY DECISION
RANKING OF RESPONSES AND INTENT TO NEGOTIATE****March 17, 2010**

The Department of Management Services has evaluated, scored and ranked the responsive replies to the above-mentioned ITN as follows:

FACILITY	RESPONDENT	AVERAGE SCORE
Bay	The Geo Group	223
	Corrections Corporation of America	221
	Management & Training Corporation	215
Gadsden	Corrections Corporation of America	219
	Management & Training Corporation	212
Graceville	The Geo Group	226
	Corrections Corporation of America	219
	Management & Training Corporation	214
	Cornell Companies	183
Moore Haven	The Geo Group	226
	Corrections Corporation of America	222
	Management & Training Corporation	213

The Department intends to commence negotiations with the following qualifying Respondents for each correctional facility as follows:

Bay Correctional Facility:

**Corrections Corporation of America
Management & Training Corporation
The Geo Group**

Gadsden Correctional Facility:

**Corrections Corporation of America
Management & Training Corporation**

Graceville Correctional Facility:

**Cornell Companies
Corrections Corporation of America
Management & Training Corporation
The Geo Group**

Moore Haven Correctional Facility:

**Corrections Corporation of America
Management & Training Corporation
The Geo Group**

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.57(3) OF THE FLORIDA STATUTES OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIMEFRAME ALLOWED FOR FILING THE BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120 OF THE FLORIDA STATUTES.

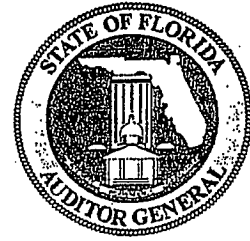
Attachment B



DAVID W. MARTIN, CPA
AUDITOR GENERAL

AUDITOR GENERAL STATE OF FLORIDA

G74 Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450



PHONE: 850-488-5534
FAX: 850-488-6975

February 4, 2010

The Honorable Jeff Atwater
President of the Senate
312 Senate Office Building
404 South Monroe Street
Tallahassee, Florida 32399-1100

The Honorable Larry Cretul
Speaker of the House of Representatives
420 The Capitol
402 South Monroe Street
Tallahassee, Florida 32399-1300

Dear President Atwater and Speaker Cretul:

According to the Department of Corrections, the current contracts maintained by the Department of Management Services for the private operation of the Bay Correctional Facility, Gadsden Correctional Facility, Graceville Correctional Facility, and Moore Haven Correctional Facility will expire in June 2010. Pursuant to Section 957.07(1), Florida Statutes, in a letter dated December 11, 2009, the Department of Corrections (Department) provided the operating per diem for similar correctional facilities operated by the Department and requested a certification of those operating per diem cost estimates. In response to that request, we provide the following information.

The Auditor General performed selected procedures to evaluate the 2008-09 fiscal year operating cost data provided by the Department for the State-operated New River, Lowell, and Wakulla Correctional Institutions that were identified by the Department as substantially similar to the privately operated correctional facilities. Operating per diems are primarily a function of costs and inmate population. The operating cost data provided by the Department were primarily derived from the Florida Accounting Information Resource Subsystem (FLAIR) Departmental accounting records and Offender Based Information System (OBIS) daily population counts. The Auditor General reviewed the completeness of the FLAIR expenditure data and the applicability of the FLAIR expenditure data to the prescribed activities and inmate populations. We also evaluated the reasonableness of the reported inmate populations and compared the average daily population, type of facility, and geographic location of the State-operated correctional facilities to those of the privately operated correctional facilities.

New River Correctional Institution

The Department selected the New River Correctional Institution, located in Raiford, Florida, as a State-operated correctional facility substantially similar in size, type, and location to both the Bay Correctional Facility located in Panama City, Florida, and the Moore Haven Correctional Facility located in Moore Haven, Florida. The Department calculated \$52.04 as the 2008-09 fiscal year operating per diem for the New River Correctional Institution.

Based on the procedures performed, we concluded, pursuant to Section 957.07(1), Florida Statutes, that the 2008-09 fiscal year New River Correctional Institution operating per diem of \$52.04 provided by the Department was reasonably consistent with the State's accounting and budgeting records. The operating per diem was calculated utilizing 2008-09 fiscal year New River Correctional Institution total operating costs of \$28.48 million and average daily population of 1,498 inmates (1,015 adult males housed at New River Correctional Institution and 483 adult males housed at New River O-Unit). The New River Correctional Institution operating per diem of \$52.04 is an appropriate amount to which necessary adjustment should be made for variations in Bay Correctional Facility and Moore Haven Correctional Facility operations.

Lowell Correctional Institution

The Department selected the Lowell Correctional Institution, located in Ocala, Florida, as a State-operated correctional facility substantially similar in size, type, and location to the Gadsden Correctional Facility located in Quincy, Florida. The Department calculated \$66.47 as the 2008-09 fiscal year operating per diem for the Lowell Correctional Institution.

Based on the procedures performed, we concluded, pursuant to Section 957.07(1), Florida Statutes, that the 2008-09 fiscal year Lowell Correctional Institution operating per diem of \$66.47 provided by the Department was reasonably consistent with the State's accounting and budgeting records. The operating per diem was calculated utilizing 2008-09 fiscal year Lowell Correctional Institution total operating costs of \$67.83 million and average daily population of 2,794 inmates (1,233 adult and youthful offender females housed at Lowell Correctional Institution, 1,193 adult females housed at Lowell Annex, 251 adult females housed at Levy Forestry Camp, 107 adult females housed at Lowell Work Camp, and 10 youthful offender females housed at Lowell Boot Camp). The Lowell Correctional Institution operating per diem of \$66.47 is an appropriate amount to which necessary adjustment should be made for variations in Gadsden Correctional Facility operations.

Wakulla Correctional Institution

The Department selected the Wakulla Correctional Institution, located in Crawfordville, Florida, as a State-operated correctional facility substantially similar in size, type, and location to the

President Jeff Atwater and Speaker Larry Cretul
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Graceville Correctional Facility located in Graceville, Florida. The Department calculated \$45.25 as the 2008-09 fiscal year operating per diem for the Wakulla Correctional Institution.

Based on the procedures performed, we concluded, pursuant to Section 957.07(1), Florida Statutes, that the 2008-09 fiscal year Wakulla Correctional Institution operating per diem of \$45.25 provided by the Department was reasonably consistent with the State's accounting and budgeting records. The operating per diem was calculated utilizing 2008-09 fiscal year Wakulla Correctional Institution total operating costs of \$41.16 million and average daily population of 2,490 inmates (1,343 adult males housed at Wakulla Correctional Institution, 754 adult males housed at Wakulla Annex, and 393 adult males housed at Wakulla Work Camp). The Wakulla Correctional Institution operating per diem of \$45.25 is an appropriate amount to which necessary adjustment should be made for variations in Graceville Correctional Facility operations.

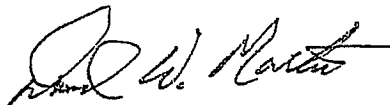
The Auditor General work performed regarding the operating per diem was conducted in accordance with applicable generally accepted government auditing standards. Those standards require that we plan and perform procedures to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our objectives.

Recommended Statutory Change

Section 957.07(4), Florida Statutes, makes reference to the Correctional Privatization Commission that was abolished effective July 1, 2005. The private prison contracting and oversight responsibilities of the Correctional Privatization Commission were transferred to the Department of Management Services effective July 1, 2004, pursuant to Chapter 2004-248, Laws of Florida. We recommend that the Legislature revise Section 957.07(4), Florida Statutes, to refer to the Department of Management Services.

Please address inquiries regarding this letter to Sherrill Norman, CPA, Audit Manager, by e-mail at sherrillnorman@aud.state.fl.us or by telephone at 850-487-9316.

Sincerely,



David W. Martin

DWM/sfn

President Jeff Atwater and Speaker Larry Cretul

February 4, 2010

Page -4-

c: Walter McNeil, Secretary, Department of Corrections
Bonnie Rogers, Chief of Staff, Department of Corrections
George Sapp, Deputy Secretary of Institutions and Reentry, Department of Corrections
Linda South, Secretary, Department of Management Services
Ken Granger, Chief of Staff, Department of Management Services
Mike Weber, Chief of Private Prison Monitoring, Department of Management Services
Senator Victor D. Crist, Chair, Senate Committee on Criminal and Civil Justice Appropriations
Representative Sandra Adams, Chair, House Criminal and Civil Justice Appropriations Committee
Senator Paula Dockery, Chair, Senate Committee on Criminal Justice
Representative William D. Snyder, Chair, House Criminal and Civil Justice Policy Council
Tim Sadberry, Staff Director, Senate Committee on Criminal and Civil Justice Appropriations
Greg Davis, Staff Director, House Criminal and Civil Justice Appropriations Committee
Amanda Cannon, Staff Director, Senate Committee on Criminal Justice
Randy Havlicak, Council Director, House Criminal and Civil Justice Policy Council
Gary R. VanLandingham, Ph.D., Director, OPPAGA
Dorothy R. Gilbert, Deputy Auditor General
Sherrill F. Norman, Audit Manager, Auditor General's Office

Financial adjustments to enable DC to operate Bay, as adjusted by DMS

Facility to be used as comparison	<u>New River CI</u>
2008-09 Operations Per Diem	\$ 43.00
Education Per Diem	0.96
Substance Abuse Per Diem	0.05
Health Svc Per Diem	4.49
2008-09 Indirect Cost	3.54
Total FY 2008-2009 Per Diem	\$ 52.04
2008-09 Population (ADP)	1,498

Contract Population	985
Total Operational Costs (less education, substance abuse and health services) based on current population of 985	\$ 16,732,294 \$ 46.54

Adjustments to operating costs

Health Services	
Population Served	985
Department Per Diem Based on Population Served	6.15
Health Services Costs	2,211,079 \$ 6.15
Total Operational Cost Based on Current Population	\$ 18,943,372 \$ 52.69

Programming

Education	
Program Slots	473
Department Per Diem Based on Population Served	\$6.44
Education Costs	\$1,111,834 \$ 3.09
Substance Abuse	
Program Slots	128
Department Per Diem Based on Population Served	\$4.89
Substance Abuse Costs	\$228,461 \$ 0.64
Behavioral/Transition	
Program Slots	118
Department Per Diem Based on Population Served	\$9.16
Behavioral/Transition Costs	\$394,521 \$ 1.10

Total Programming Cost based on Current Population \$ 1,734,816 \$ 4.83

Total DC FY 2008-2009 Per Diem, as Adjusted by DMS \$ 20,678,188 \$ 57.52

F.S. 957.07 Cost Saving Requirement, 7% per-diem \$ 53.49

Respondents must submit a per-diem bid for the Bay Correctional Facility that is no greater than \$53.49 to be considered responsive.

Financial adjustments to enable DC to operate Gadsden, as adjusted by DMS

	<u>Lowell CI</u>
Facility to be used as comparison	
2008-09 Operations Per Diem	\$ 40.52
Education Per Diem	1.17
Substance Abuse Per Diem	0.11
Health Svc Per Diem	21.13
2008-09 Indirect Cost	3.54
Total FY 2008-2009 Per Diem	\$ 66.47
2008-09 Population (ADP)	2,794

Contract Population	1,520
Total Operational Costs (less education, substance abuse and health services) based on current population of 1,520	\$ 24,444,488 \$ 44.06

Adjustments to operating costs

Health Services	
Population Served	1,520
Department Per Diem Based on Population Served	<u>6.65</u>
Health Services Costs	3,689,420 \$ 6.65
Total Operational Cost Based on Current Population	\$ 28,133,908 \$ 50.71

Programming

Education	
Program Slots	532
Department Per Diem Based on Population Served	<u>\$6.27</u>
Education Costs	\$1,217,509 \$ 2.19
Substance Abuse	
Program Slots	380
Department Per Diem Based on Population Served	<u>\$4.67</u>
Substance Abuse Costs	\$647,729 \$ 1.17
Behavioral/Transition	
Program Slots	228
Department Per Diem Based on Population Served	<u>\$5.16</u>
Behavioral/Transition Costs	\$429,415 \$ 0.77

Total Programming Cost based on Current Population **\$ 2,294,653 \$ 4.14**

Total DC FY 2008-2009 Per Diem, as Adjusted by DMS **\$ 30,428,561 \$ 54.85**

F.S. 957.07 Cost Saving Requirement, 7% per-diem **\$ 51.01**

Respondents must submit a per-diem bid for the Gadsden Correctional Facility that is no greater than \$51.01 to be considered responsive.

Financial adjustments to enable DC to operate Graceville, as adjusted by DMS

Facility to be used as comparison	<u>Wakulla CI</u>	
2008-09 Operations Per Diem	\$	35.96
Education Per Diem		0.58
Substance Abuse Per Diem		0.05
Health Svc Per Diem		5.12
2008-09 Indirect Cost		3.54
Total FY 2008-2009 Per Diem	\$	45.25
2008-09 Population (ADP)		2,490

Contract Population		1,884
Total Operational Costs (less education, substance abuse and health services) based on current population of 1,884	\$	27,162,570
		39.50

Adjustments to operating costs

Health Services		
Population Served		1,884
Department Per Diem Based on Population Served		5.24
Health Services Costs	3,603,338 \$	5.24
Total Operational Cost Based on Current Population	\$	30,765,908
		44.74

Programming

Education		
Program Slots		675
Department Per Diem Based on Population Served		\$3.61
Education Costs	\$889,414 \$	1.29
Substance Abuse		
Program Slots		225
Department Per Diem Based on Population Served		\$2.14
Substance Abuse Costs	\$175,748 \$	0.26
Behavioral/Transition		
Program Slots		225
Department Per Diem Based on Population Served		\$6.08
Behavioral/Transition Costs	\$499,320 \$	0.73
Total Programming Cost based on Current Population	\$	1,564,481
		2.28
Total DC FY 2008-2009 Per Diem, as Adjusted by DMS	\$	32,330,389
		47.02
F.S. 957.07 Cost Saving Requirement, 7% per-diem	\$	43.72

Respondents must submit a per-diem bid for the Graceville Correctional Facility that is no greater than \$43.72 to be considered responsive.

Financial adjustments to enable DC to operate Moorehaven, as adjusted by DMS

Facility to be used as comparison	<u>New River CI</u>
2008-09 Operations Per Diem	\$ 43.00
Education Per Diem	0.96
Substance Abuse Per Diem	0.05
Health Svc Per Diem	4.49
2008-09 Indirect Cost	3.54
Total FY 2008-2009 Per Diem	\$ 52.04
2008-09 Population (ADP)	1,498

Contract Population	985
Total Operational Costs (less education, substance abuse and health services) based on current population of 985	\$ 16,732,294 \$ 46.54

Adjustments to operating costs

Health Services	
Population Served	985
Department Per Diem Based on Population Served	<u>5.81</u>
Health Services Costs	2,088,840 \$ 5.81
Total Operational Cost Based on Current Population	\$ 18,821,134 \$ 52.36

Programming

Education	
Program Slots	374
Department Per Diem Based on Population Served	<u>\$4.58</u>
Education Costs	\$625,216 \$ 1.74
Substance Abuse	
Program Slots	187
Department Per Diem Based on Population Served	<u>\$3.87</u>
Substance Abuse Costs	\$264,147 \$ 0.73
Behavioral/Transition	
Program Slots	128
Department Per Diem Based on Population Served	<u>\$10.51</u>
Behavioral/Transition Costs	\$491,027 \$ 1.37

Total Programming Cost based on Current Population	\$ 1,380,390 \$ 3.84
Total DC FY 2008-2009 Per Diem, as Adjusted by DMS	\$ 20,201,524 \$ 56.19
F.S. 957.07 Cost Saving Requirement, 7% per-diem	\$ 52.26

Respondents must submit a per-diem bid for the Moore Haven Correctional Facility that is no greater than \$52.26 to be considered responsive.

Attachment C

CORNELL COMPANIES

Cornell - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for initial 3-year Contract Term

		Facilities		INITIAL TERM per Year Average
1	Single Facility Pricing	Bay		
2		Gadsden		
3		Graceville		
4		Moore Haven		\$33.37
5		Bay		Gadsden
6		Bay	Gadsden	Graceville
7		Bay	Gadsden	Graceville
8		Gadsden		Graceville
9		Gadsden		Moore Haven
10		Graceville		Moore Haven
11		Bay		Graceville
12		Bay	Graceville	Moore Haven
13		Gadsden		Graceville
14		Bay	Gadsden	Moore Haven
15		Bay	Bay	Moore Haven

Cornell - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for First 2 Year Renewal Period [R1]

		Facilities		FIRST 2-YEAR RENEWAL Per Year Average
1	Single Facility Pricing	Bay		
2		Gadsden		
3		Graceville		
4		\$35.77		\$35.77
		Moore Haven		
5	Combination #1 Pricing	Bay	Gadsden	
6	Combination #2 Pricing	Bay	Gadsden	Graceville
7	Combination #3 Pricing	Bay	Gadsden	Graceville Moore Haven
8	Combination #4 Pricing		Gadsden	Graceville
9	Combination #5 Pricing		Gadsden	Moore Haven
10	Combination #6 Pricing		Graceville	Moore Haven
11	Combination #7 Pricing		Bay	Graceville
12	Combination #8 Pricing	Bay	Graceville	Moore Haven
13	Combination #9 Pricing		Gadsden	Graceville
14	Combination #10 Pricing	Bay	Gadsden	Moore Haven
15	Combination #11 Pricing	Bay	Bay	Moore Haven

Cornell - Best and Final Pricing Offer- Fixed Per Diem Rate, Per Year, for Second 2-Year Renewal Period [R2]

		Facilities		SECOND 2-YEAR RENEWAL Per Year Average
1	Single Facility Pricing	Bay		
2		Gadsden		
3		Graceville		
4		Moore Haven		
5		Bay	Gadsden	
6		Bay	Gadsden	Graceville
7		Bay	Gadsden	Graceville Moore Haven
8		Gadsden		Graceville
9		Gadsden		Moore Haven
10		Graceville		Moore Haven
11		Bay		Graceville
12		Bay	Graceville	Moore Haven
13		Gadsden		Graceville
14		Bay	Gadsden	Moore Haven
15		Bay		Moore Haven

\$37.22

\$37.22

Attachment D

CORRECTIONS CORPORATION OF AMERICA

CCA - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Initial 3-year Contract Term

		Facilities		INITIAL TERM Per Year Average
1	Single Facility Pricing	Bay		
		\$48.78		
		Gadsden		
2		\$47.13		
3		Graceville		
		\$34.89		
4		Moore Haven		
		\$49.10		
5	Combination #1 Pricing	Bay		
		\$47.56	\$47.13	Gadsden
6	Combination #2 Pricing	Bay		
		\$47.59	\$47.13	Gadsden
7	Combination #3 Pricing	Bay		
		\$48.05	\$46.42	Gadsden
8	Combination #4 Pricing	Gadsden		
		\$47.13	\$34.19	Graceville
9	Combination #5 Pricing	Gadsden		
		\$47.13	\$47.92	Moore Haven
10	Combination #6 Pricing	Graceville		
		\$34.89	\$49.10	Moore Haven
11	Combination #7 Pricing	Bay		
		\$48.29	\$34.54	Graceville
12	Combination #8 Pricing	Bay		
		\$48.05	\$34.37	Graceville
13	Combination #9 Pricing	Gadsden		
		\$47.13	\$48.12	Moore Haven
14	Combination #10 Pricing	Bay		
		\$47.50	\$47.13	Gadsden
15	Combination #11 Pricing	Bay		
		\$48.29	\$48.61	Moore Haven

CORRECTIONS CORPORATION OF AMERICA

CCA - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for First 2-Year Renewal Period [R1]

		Facilities		FIRST 2-YEAR RENEWAL Per Year Average
1	Single Facility Pricing	Bay		
		\$51.88		
		Gadsden		
2		\$50.13		
3		Graceville		
4		\$37.11		
		Moore Haven		
		\$52.22		
5	Combination #1 Pricing	Bay	Gadsden	
		\$50.58	\$50.13	
6	Combination #2 Pricing	Bay	Gadsden	
		\$50.61	\$50.13	
7	Combination #3 Pricing	Bay	Gadsden	
		\$51.10	\$49.37	
8	Combination #4 Pricing	Gadsden	Graceville	
		\$50.13	\$36.55	
9	Combination #5 Pricing	Gadsden	Moore Haven	
		\$50.13	\$50.96	
10	Combination #6 Pricing	Graceville	Moore Haven	
		\$37.11	\$52.22	
11	Combination #7 Pricing	Bay	Graceville	
		\$51.36	\$36.73	
12	Combination #8 Pricing	Bay	Moore Haven	
		\$51.10	\$51.43	
13	Combination #9 Pricing	Gadsden	Graceville	#DIV/0!
		\$50.13	\$51.18	
14	Combination #10 Pricing	Bay	Moore Haven	
		\$50.52	\$50.13	
15	Combination #11 Pricing	Bay	Moore Haven	
		\$51.36	\$51.70	

CORRECTIONS CORPORATION OF AMERICA

CCA - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Second 2-Year Renewal Period [R2]

		Facilities		SECOND 2-YEAR RENEWAL Per Year Average	
1	Single Facility Pricing	Bay			
		\$54.50			
2		Gadsden			
		\$52.66			
3		Graceville			
		\$38.98			
4		Moore Haven			
		\$54.87			
5		Combination #1 Pricing	Bay	Gadsden	
		\$53.14		\$52.66	\$52.90
6		Combination #2 Pricing	Bay	Gadsden	
		\$53.18	\$52.66	\$38.04	\$47.96
7		Combination #3 Pricing	Bay	Gadsden	
		\$53.69	\$51.87	\$38.40	\$49.50
8		Combination #4 Pricing		Gadsden	
	\$52.66		\$38.20	\$45.43	
9	Combination #5 Pricing		Gadsden		
	\$52.66		\$53.55	\$53.11	
10	Combination #6 Pricing		Graceville		
	\$38.98		\$54.87	\$46.93	
11	Combination #7 Pricing		Bay		
	\$53.96		\$38.59	\$46.28	
12	Combination #8 Pricing	Bay	Graceville		
	\$53.69	\$38.40	\$54.04	\$48.71	
13	Combination #9 Pricing	Gadsden	Moore Haven		
	\$52.66	\$53.77	\$38.20	\$48.21	
14	Combination #10 Pricing	Bay	Gadsden		
	\$53.08	\$52.66	\$53.43	\$53.06	
15	Combination #11 Pricing		Bay		
	\$53.96		\$54.32	\$54.14	

Attachment E

THE GEO GROUP

BAFO PRICING #1
FULL PROGRAMS

Geo - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Initial 3-year Contract Term

		Facilities		INITIAL TERM per Year Average
1	Single Facility Pricing	Bay		
		\$53.00		
2		Gadsden		
		Graceville		
3		\$37.75		
		Moore Haven		
4		\$50.75		
		Bay		
5		Combination #1 Pricing	Gadsden	
6		Combination #2 Pricing	Bay	Gadsden
7		Combination #3 Pricing	Bay	Gadsden
8	Combination #4 Pricing	Gadsden	Graceville	
9	Combination #5 Pricing	Gadsden	Moore Haven	
10	Combination #6 Pricing	Graceville	Moore Haven	
11	Combination #7 Pricing	Bay	Graceville	
12	Combination #8 Pricing	Bay	Moore Haven	
13	Combination #9 Pricing	Gadsden	Graceville	
14	Combination #10 Pricing	Bay	Moore Haven	
15	Combination #11 Pricing	Bay	Moore Haven	

THE GEO GROUP
 BAFO PRICING #1
 FULL PROGRAMS

Geo - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for First 2-Year Renewal Period [R1]

		Facilities		FIRST 2-YEAR RENEWAL Per Year Average	
1	Single Facility Pricing	Bay			
		\$55,65			
2		Gadsden			
3		Graceville			
		\$39,20			
4		Moore Haven			
		\$52,75			
5		Combination #1 Pricing	Bay	Gadsden	
6		Combination #2 Pricing	Bay	Gadsden	Graceville
7		Combination #3 Pricing	Bay	Gadsden	Graceville
8		Combination #4 Pricing		Gadsden	Graceville
9	Combination #5 Pricing		Gadsden	Moore Haven	
10	Combination #6 Pricing		Graceville	Moore Haven	
11	Combination #7 Pricing		Bay	Graceville	
12	Combination #8 Pricing	Bay	Graceville	Moore Haven	
13	Combination #9 Pricing		Gadsden	Graceville	
14	Combination #10 Pricing	Bay	Gadsden	Moore Haven	
15	Combination #11 Pricing		Bay	Moore Haven	
		\$55,51	\$52,62	\$54,07	

**BAFO PRICING #1
FULL PROGRAMS**

Geo - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Second 2-Year Renewal Period [R2]

		Facilities		SECOND 2-YEAR RENEWAL Per Year Average
1	Single Facility Pricing	Bay		
		\$58,00		
2		Gadsden		
3		Graceville		
		\$40.75		
4		Moore Haven		
		\$54.75		
5		Bay	Gadsden	
		Combination #1 Pricing		
6		Bay	Gadsden	Graceville
		Combination #2 Pricing		
7		Bay	Gadsden	Graceville Moore Haven
		Combination #3 Pricing		#DIV/0!
8		Gadsden	Gadsden	Graceville
		Combination #4 Pricing		
9	Gadsden	Gadsden	Moore Haven	
	Combination #5 Pricing			
10	Graceville		Moore Haven	
	Combination #6 Pricing			
	\$40.65			
11	Bay	Graceville		
	Combination #7 Pricing			
	\$57.85			
12	Bay	Graceville	Moore Haven	
	Combination #8 Pricing			
	\$57.71	\$40.55	\$54.48	
13	Gadsden		Graceville	
	Combination #9 Pricing			
14	Bay	Gadsden	Moore Haven	
	Combination #10 Pricing			
15	Bay		Moore Haven	
	Combination #11 Pricing			
	\$57.85	\$54.61		
			\$56.23	

Attachment F

MANAGEMENT TRAINING CORPORATION

MTC - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Initial 3-year Contract Term

		Facilities		INITIAL TERM Per Year Average
1	Single Facility Pricing	Bay		
		\$52.94		
		Gadsden		
2		\$45.97		
3		Graceville		
		\$41.40		
4		Moore Haven		
		\$52.20		
5	Combination #1 Pricing	Bay		
		\$52.81	\$45.74	Gadsden
6	Combination #2 Pricing	Bay		
		\$52.81	\$45.74	Graceville
7	Combination #3 Pricing	Bay		
		\$52.81	\$45.74	Graceville
8	Combination #4 Pricing	Gadsden		
		\$45.74	\$41.36	Graceville
9	Combination #5 Pricing	Gadsden		
		\$45.74	\$52.07	Moore Haven
10	Combination #6 Pricing	Graceville		
		\$41.36	\$52.07	Moore Haven
11	Combination #7 Pricing	Bay		
		\$52.81	\$41.36	Graceville
12	Combination #8 Pricing	Bay		
		\$52.81	\$41.36	Moore Haven
13	Combination #9 Pricing	Gadsden		
		\$45.74	\$52.07	Graceville
14	Combination #10 Pricing	Bay		
		\$52.81	\$45.74	Moore Haven
15	Combination #11 Pricing	Bay		
		\$52.81	\$52.07	Moore Haven

MANAGEMENT TRAINING CORPORATION

MTC - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for First 2-Year Renewal Period [R1]

		Facilities		FIRST 2-YEAR RENEWAL Per Year Average
1	Single Facility Pricing	Bay		\$56.97
2		Gadsden		\$49.34
3		Graceville		\$44.56
4		Moore Haven		\$56.09
5	Combination #1 Pricing	Bay		\$56.83
6		Gadsden		\$49.09
7	Combination #2 Pricing	Bay		\$56.83
8		Gadsden		\$49.09
9	Combination #3 Pricing	Bay		\$56.83
10		Gadsden		\$49.09
11	Combination #4 Pricing	Bay		\$49.09
12		Gadsden		\$44.52
13	Combination #5 Pricing	Bay		\$44.52
14		Gadsden		\$55.95
15	Combination #6 Pricing	Bay		\$44.52
		Gadsden		\$55.95
	Combination #7 Pricing	Bay		\$44.52
		Gadsden		\$55.95
	Combination #8 Pricing	Bay		\$44.52
		Gadsden		\$55.95
	Combination #9 Pricing	Bay		\$44.52
		Gadsden		\$55.95
	Combination #10 Pricing	Bay		\$44.52
		Gadsden		\$55.95
	Combination #11 Pricing	Bay		\$44.52
		Gadsden		\$55.95

MANAGEMENT TRAINING CORPORATION

MTC - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Second 2-Year Renewal Period [R2]

		Facilities		SECOND 2-YEAR RENEWAL Per Year Average	
1	Single Facility Pricing	Bay			
		\$60.55			
2	Single Facility Pricing	Gadsden			
		\$52.45			
		Graceville			
3	Single Facility Pricing	Graceville			
		\$47.26			
4	Single Facility Pricing	Moore Haven			
		\$59.71			
5	Combination #1 Pricing	Bay		Gadsden	
		\$60.40		\$52.19	\$56.30
6	Combination #2 Pricing	Bay	Gadsden	Graceville	
		\$60.40	\$52.19	\$47.21	\$53.27
7	Combination #3 Pricing	Bay	Gadsden	Graceville	Moore Haven
		\$60.40	\$52.19	\$47.21	\$59.56
8	Combination #4 Pricing		Gadsden	Graceville	
		\$52.19		\$47.21	\$49.70
9	Combination #5 Pricing		Gadsden	Moore Haven	
		\$52.19		\$59.56	\$55.88
10	Combination #6 Pricing		Graceville	Moore Haven	
		\$47.21		\$59.56	\$53.39
11	Combination #7 Pricing		Bay	Graceville	
		\$60.40		\$47.21	\$53.81
12	Combination #8 Pricing	Bay	Graceville	Moore Haven	
		\$60.40	\$47.21	\$59.56	\$55.72
13	Combination #9 Pricing	Gadsden	Moore Haven	Graceville	
		\$52.19	\$59.56	\$47.21	\$52.99
14	Combination #10 Pricing	Bay	Gadsden	Moore Haven	
		\$60.40	\$52.19	\$59.56	\$57.38
15	Combination #11 Pricing		Bay	Moore Haven	
		\$60.40		\$59.56	\$59.98

Attachment G

Single Facility Pricing			
	Bay	Gadsden	Moore Haven
Cornell	\$0.00	\$0.00	\$33.37
CCA	\$48.78	\$47.13	\$34.89
GEO	\$53.00	\$0.00	\$37.75
MTC	\$52.94	\$45.97	\$41.40
			\$52.20
			\$49.10
			\$50.75
			\$0.00

Combination #1 Pricing			
	Bay	Gadsden	Average
CCA	\$47.56	\$47.13	\$47.35
MTC	\$52.81	\$45.74	\$49.28
			\$48.52
			\$47.30
			\$47.30

Combination #2 Pricing			
	Bay	Gadsden	Average
CCA	\$47.59	\$47.13	\$34.04
MTC	\$52.81	\$45.74	\$41.36
			\$46.64
			\$42.92
			\$41.61

Combination #3 Pricing			
	Bay	Gadsden	Average
CCA	\$48.05	\$46.42	\$34.37
MTC	\$52.81	\$45.74	\$41.36
			\$52.07
			\$48.36
			\$44.30

Combination #4 Pricing			
	Bay	Gadsden	Average
CCA	\$47.13	\$47.13	\$34.19
MTC	\$45.74	\$45.74	\$41.36
			\$43.55
			\$40.66
			\$39.97

Combination #5 Pricing			
	Bay	Gadsden	Average
CCA	\$47.13	\$47.13	\$47.92
MTC	\$45.74	\$45.74	\$52.07
			\$52.07
			\$47.92
			\$48.91

Combination #6 Pricing			
	Bay	Gadsden	Average
CCA	\$48.29	\$34.89	\$34.89
GEO	\$52.87	\$37.66	\$37.66
MTC	\$52.81	\$41.36	\$41.36
			\$50.62
			\$49.10

Combination #7 Pricing			
	Bay	Gadsden	Average
CCA	\$48.29	\$34.54	\$34.54
GEO	\$52.87	\$37.66	\$37.66
MTC	\$52.81	\$41.36	\$41.36
			\$45.27
			\$42.88

Combination #8 Pricing			
	Bay	Gadsden	Average
CCA	\$48.05	\$48.12	\$48.12
GEO	\$52.73	\$52.07	\$52.07
MTC	\$52.81	\$41.36	\$41.36
			\$48.36
			\$43.59

Combination #9 Pricing			
	Bay	Gadsden	Average
CCA	\$47.13	\$47.13	\$34.19
MTC	\$45.74	\$45.74	\$41.36
			\$46.39
			\$41.80
			\$45.28

Combination #10 Pricing			
	Bay	Gadsden	Average
CCA	\$47.50	\$47.13	\$47.82
MTC	\$52.81	\$45.74	\$52.07
			\$50.21
			\$47.48
			\$49.52

Combination #11 Pricing			
	Bay	Gadsden	Average
CCA	\$48.29	\$48.29	\$48.29
GEO	\$52.87	\$52.87	\$52.87
MTC	\$52.81	\$52.81	\$52.81
			\$48.61
			\$51.75

Attachment H

PUBLIC MEETING MINUTES

DMS 09/10-017

Operation and Management of Bay, Gadsden, Graceville and Moore Haven Correctional Facilities

Date: April 8 2010, 2:00 p.m.

Attendees: Ailneal (Neal) Morris
Michael Weber
Kim Mims
James Upchurch
Jimmie Smith (attended telephonically)

Public: Members of the public attended in person and telephonically.

Meeting

Notice: **Attachment A**

Minutes:

1. Public meeting started at or about 2:05 p.m. on the date specified above. The members of the Negotiation Team discussed the following during the public meeting:

- a. As stated in the meeting notice, the purpose of the public meeting was for the negotiation team to provide its recommendation of award for ITN No.: DMS 09/10-017.
- b. Mr. Anthony Garcia, Departmental Purchasing Director for the Department of Management Services (not part of the Negotiation Team), started the meeting by reading from the public meeting notice and excerpts from the ITN regarding the scope of the competitive solicitation and negotiation process. Mr. Garcia thanked all the respondents to the ITN for their participation in the competitive procurement: Cornell, Corrections Corporation of America (CCA), The GEO Group, and Management and Training Corporation (MTC).
- c. Mr. Neal Morris also thanked the respondents and then proceeded to ask each Negotiation Team member to identify which respondent they believed was most qualified and would provide the best value for the Bay Correctional Facility. The Negotiation Team unanimously identified CCA as providing the best value for the Bay Correctional Facility.

- d. Mr. Morris then proceeded to ask each Negotiation Team member to identify which respondent they believed was most qualified and would provide the best value for the Gadsden Correctional Facility. Mr. Jimmie Smith stated he believed CCA would provide the best value for this facility. Mr. James Upchurch stated that both CCA and MTC provided excellent responses and that there was a relatively small difference in the best and final pricing between the two vendors. As such, because of the interest in avoiding transition concerns, Mr. Upchurch recommended CCA. Ms. Kim Mims stated that she believed CCA would provide the best value to the state primarily because CCA offered to staff the facility in a manner better than MTC.
- e. Mr. Mike Webber stated that, as to the Gadsden Facility, he believed MTC would provide the best value to the state based upon their program offerings. Mr. Morris stated that he thought MTC provided an innovative approach to assume responsibility for the facility and therefore believed MTC would provide the best value to the state for this facility.
- f. Mr. Morris then proceeded to ask each Negotiation Team member to identify which respondent they believed was most qualified and would provide the best value for the Graceville Correctional Facility. The Negotiation Team unanimously identified CCA as providing the best value for the Graceville Correctional Facility. Mr. Upchurch stated that he believed that several of the respondents could effectively manage and operate the facility but recommended CCA because their pricing was more competitive. Mr. Morris added that three of the four respondents demonstrated they were capable of providing the services and of the three recommended CCA.
- g. Mr. Morris then proceeded to ask each Negotiation Team member to identify which respondent they believed was most qualified and would provide the best value for the Moore Haven Correctional Facility. The Negotiation Team unanimously identified CCA as providing the best value for the Moore Haven Correctional Facility. Mr. Upchurch, Mr. Weber and Mr. Morris added that they believed it was a very close decision and as such recommended CCA based upon pricing.

- h. Mr. Morris summarized that the team recommendations were unanimous for Bay, Graceville and Moore Haven, but that the team was split as to Gadsden. Mr. Morris proceeded to ask each team member if further discussion regarding the Gadsden Facility was necessary.
- i. Mr. Smith stated that he understood Mr. Weber and Mr. Morris' decision regarding Gadsden, but based upon the record of the current vendor again recommended CCA. Mr. Upchurch again expressed his concerns regarding transition versus the minor pricing difference between CCA and MTC, and again recommended CCA. Mr. Upchurch added that inmate programs are not his specialty, that programs at Gadsden were very important and that he could probably be persuaded to going with an MTC recommendation. Ms. Mims restated that she was impressed with CCA's staffing program, that both CCA and MTC submitted very good program plans and that she was impressed with MTC's operational philosophy, but there may be difficulties implementing such in Florida. Mr. Weber stated that the price difference between CCA and MTC was minor when compared to the total contract cost and that MTC's inmate programming more appropriately addressed the needs of the Gadsden Facility adult female population. Mr. Morris agreed with Mr. Weber's opinion. Mr. Weber added that he believed that transitions concerns were satisfactorily addressed during negotiations. Mr. Upchurch stated that as both CCA and MTC were close his decision was based in part on CCA being a known entity.

Adjourned: April 8, 2010, at or around 2:53 p.m.



*Invitation to Negotiate for
Operation and Management of Bay, Gadsden,
Graceville and Moore Haven Correctional Facilities
ITN No.: DMS-09/10-017*

Public Meeting Notice – Negotiation Team Recommendation of Award

PUBLIC MEETING NOTICE

The Department of Management Services hereby provides notice that a Public Meeting will be held on April 8, 2010. The purpose of this public meeting will be for the Negotiation Team members to discuss and provide their recommendation of award regarding the above-mentioned Invitation to Negotiate. The meeting will be held at the Betty Easley Conference Center, 4075 Esplanade Way, Building 4075, Room #152, Tallahassee, Florida 32399, at 2:00 p.m., EST on Thursday, April 8, 2010, and will conclude no later than 4:00 p.m. that same day.

Interested parties may attend via conference call - the dial in number is (888) 808-6959; conference code: 7573830.

A

CONTRACT NUMBER: DMS 08/09-026
NOVEMBER 1, 2010 – OCTOBER 31, 2013

OPERATIONS AND MANAGEMENT SERVICE
CONTRACT

BLACKWATER RIVER
CORRECTIONAL FACILITY

2,000-Bed Adult Male Medium/Close Security

THE GEO GROUP, INC.
ONE PARK PLACE, SUITE 700
621 NORTHWEST 53RD STREET
BOCA RATON, FLORIDA 33487

REDACTED COPY

**OPERATIONS AND MANAGEMENT SERVICE CONTRACT
BLACKWATER CORRECTIONAL FACILITY**

This Contract is made and entered into on this 30th day of April, 2010, by and between THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES, BUREAU OF PRIVATE PRISON MONITORING ("Department") and THE GEO GROUP, INC. ("CONTRACTOR").

WITNESSETH:

Whereas, the Department is authorized under Chapter 957, Florida Statutes, to enter into a contract with a private entity for the operation, maintenance, and management of a secure correctional facility; and

Whereas, an Invitation to Negotiate #DMS 08/09-026 ("ITN") was issued on July 15, 2008, by the Department in order to select a contractor to design, operate, maintain and manage a 2,000-bed correctional facility.

Now, therefore, in consideration of the agreements contained herein, the parties agree as follows:

1. DEFINITIONS.

The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below.

- 1.1. **ACA:** American Correctional Association.
- 1.2. **ACA STANDARDS:** The Standards for Adult Correctional Institutions (Fourth Edition, 2003) published by ACA (as heretofore supplemented and as same may be modified, updated, or supplemented in the future).
- 1.3. **AUTHORIZED REPRESENTATIVE:** The person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto. In the case of CONTRACTOR, the Authorized Representative shall be designated in writing by its President or any Vice President. The designation of CONTRACTOR's initial Authorized Representative shall be delivered to the Department no later than the Effective Date of this Contract. CONTRACTOR's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract. In the case of the Department, the Bureau Chief is hereby designated as its Authorized Representative. At any time, either party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of CONTRACTOR by its President or Vice President, or if on behalf of the Department by the Bureau Chief. Such designations shall remain effective until new written instruments are filed with or actual notice is given to the other party that such designations have been revoked.

- 1.4. **BREACH OF CONTRACT**: Any of the events or circumstances described in Section 10.
- 1.5. **BUREAU**: The Florida Department of Management Services, Bureau of Private Prison Monitoring.
- 1.6. **BUREAU CHIEF**: The Bureau Chief of the Florida Department of Management Services, Bureau of Private Prison Monitoring.
- 1.7. **CONTRACT**: This Contract, together with all attachments, exhibits, amendments, and modifications entered into between the Department and CONTRACTOR.
- 1.8. **CONTRACT ADMINISTRATOR**: The Department employee who is primarily responsible for maintaining the official contract file. As of the Effective Date of the Contract, the Contract Administrator is Lori Anderson, 4050 Esplanade Way, Suite 280, Tallahassee, Florida 32399. The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to CONTRACTOR.
- 1.9. **CONTRACT DOCUMENTS**: means this Contract, the Exhibits, the ITN, and Tab C of CONTRACTOR's revised response to the ITN, including all appendices and attachments relating to Tab C (attached as Exhibit H), all of which documents are incorporated by reference as if fully set forth herein. Among the Contract Documents, the following order of authority shall apply: (i) this Contract with its Exhibits; (ii) the ITN; and (iii) the CONTRACTOR'S response to the ITN.
- 1.10. **CONTRACT MANAGER**: The Department employee who is primarily responsible for management and oversight of the Contract and evaluation of CONTRACTOR's performance of its duties and obligations pursuant to the terms of the Contract. The Contract Manager is currently the Bureau Chief. The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending notice to CONTRACTOR. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.
- 1.11. **CONTRACTOR**: The firm awarded this Contract to operate and manage the Facility. The CONTRACTOR for this Contract is The GEO Group, Inc. The term CONTRACTOR shall include all employees, subcontractors, agents, volunteers, authorized representatives, or anyone acting on behalf of, in the interest of, or for, CONTRACTOR.
- 1.12. **COURT ORDERS**: Any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operation, management, or maintenance of the Facility or related to the care and custody of inmates at the Facility.
- 1.13. **DAY**: A calendar day.
- 1.14. **DC**: The Florida Department of Corrections.
- 1.15. **DEPARTMENT OR DMS**: The Florida Department of Management Services.

- 1.16. **EFFECTIVE DATE:** The date this Contract is made and entered as set forth at the beginning of this Contract. The parties will use the time between the Effective Date and the Service Commencement Date in accordance with Section 3.
- 1.17. **FACILITY:** The 2,000-bed medium/close-custody secure correctional facility located in Santa Rosa County, Florida, and designed and constructed for the detention of medium/close custody inmates. Further expansion of this Facility may be authorized by the Department. In the event further expansion of the Facility occurs, per diem and other adjustments will be made upon mutual agreement of the parties.
- 1.18. **FORCE MAJEURE** Force majeure is an act or acts of nature (i.e., hurricane, tornado, earthquake, natural fire) or an act or acts of a person or people (i.e., riot, labor strike, act of terrorism, war, national emergency) that can be neither anticipated nor controlled by the parties, and which cause(s) and ordinarily excuse(s) the delay or failure in performance by one or both parties of any of the terms and conditions of this Contract.
- 1.19. **INMATE:** Any person assigned by DC to be housed at the Facility.
- 1.20. **INMATE DAY:** Each day, on which an inmate is housed at the Facility, including the first, but not the last day of incarceration as determined by the midnight count of each day.
- 1.21. **ITN:** The "Invitation to Negotiate" referenced in the Whereas clause above, together with any attachments or amendments.
- 1.22. **LEASED FURNISHINGS AND EQUIPMENT:** The items of personal property as described in Section 4.2 leased to the Department pursuant to the terms and provisions of the Lease Purchase Agreement.
- 1.23. **LEASE PURCHASE AGREEMENT:** the Amended and Restated Lease Agreement between the Department and the Florida Correctional Finance Corporation dated February 1, 2009 referenced in Section 11.5 with Option to Purchase funding mechanism employed to fund the Facility.
- 1.24. **ON-SITE CONTRACT MONITOR:** The employee or employees of the Department designated to monitor the operation of the Facility for contract compliance and to coordinate actions and communications between the DMS and CONTRACTOR.
- 1.25. **OSHA:** The Occupational Safety & Health Administration.
- 1.26. **PER DIEM RATE:** The cost charged per inmate, per inmate day for the delivery of operation and management services at the Facility.
- 1.27. **PRIVATELY OPERATED INSTITUTION INMATE WELFARE TRUST FUND (POIWTF):** A trust fund account maintained by DC that is required by Section 945.215, Florida Statutes, and into which the net proceeds derived from operating inmate canteens, vending machines used primarily by inmates, receipts from telephone commissions, and similar sources shall be deposited monthly.

- 1.28. **SEC:** The Securities and Exchange Commission.
- 1.29. **SERVICE COMMENCEMENT DATE:** The date on which CONTRACTOR shall begin providing operations and management services at the Facility. The Service Commencement Date shall be 12:01 a.m. on November 1, 2010.
- 1.30. **STATE:** The State of Florida, including the Florida Department of Management Services or any other state government entity referenced therein. These terms may be used interchangeably.
- 1.31. **SUBCONTRACT:** An agreement entered into by CONTRACTOR with any other person or entity to perform any performance obligation for CONTRACTOR specifically related to securing or fulfilling CONTRACTOR's obligations to the Department under the terms of this Contract.
- 1.32. **SUBCONTRACTOR:** Any person or entity other than an employee of CONTRACTOR who performs or agrees to perform any of CONTRACTOR's obligations under the terms of this Contract.
- 1.33. **TRANSFER AGREEMENT:** The Transfer Agreement between the Department, CONTRACTOR, and the Florida Department of Corrections (the DC) which establishes guidelines for transfer of inmates between the Facility and facilities operated by the DC.
- 1.34. **UNFORESEEN CIRCUMSTANCES:** Those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alter the financial conditions upon which this Contract is based.

2. SCOPE OF WORK

The purpose of this Contract is to establish the terms and conditions under which CONTRACTOR shall operate and manage the Facility.

3. TERM OF THE CONTRACT; TRANSITION PERIOD; REPRESENTATIONS

- 3.1. **TERM.** This Contract shall commence at 12:01 a.m. on the Effective Date and terminate on October 31, 2013 (i.e., three years after the Service Commencement Date), unless terminated earlier pursuant to Section 10 of this Contract. Upon mutual agreement, the parties may renew the Contract, in whole or in part, for up to two (2) successive two- (2) year periods thereafter. Any renewal shall specify the renewal price, as set forth in Section 7.1. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 3.2. **COMMENCEMENT OF SERVICES.** CONTRACTOR'S obligation to provide services under this Contract, and the Department's obligation to pay for those services, shall begin on the Service Commencement Date.
- 3.3. **TRANSITION PERIOD.** If CONTRACTOR is not the same company that currently operates and maintains the Facility, the following provisions shall apply:

- 3.3.1. Within three (3) days of the Effective Date, CONTRACTOR shall meet with the Department and the current operator of the Facility (the "Incumbent Provider") to develop and implement a plan to ensure an orderly and efficient transition from the Incumbent Provider to CONTRACTOR. During this transition period, CONTRACTOR shall have access to all necessary records, files and documents for the operation of the Facility, including but not limited to inmate records, maintenance records, and personnel files.
- 3.3.2. CONTRACTOR shall interview and provide first choice of employment to those existing employees and subcontractors at the Facility who would otherwise be displaced by this Contract. CONTRACTOR shall provide regular reports to the Department, not less than weekly, on the status of such interviews and the transition in general. If CONTRACTOR elects to not hire a displaced employee, CONTRACTOR shall identify in the report the name of the employee and the reasons for the decision not to hire.
- 3.4. **REPRESENTATIONS OF THE DEPARTMENT.** The Department represents and warrants to and for the benefit of CONTRACTOR, with the intent that CONTRACTOR will rely thereon for purposes of entering into this Contract, as follows:
- 3.4.1. **Authorization.** This Contract has been duly authorized, executed, and delivered by the Department and, assuming due execution and delivery by the Department constitutes a legal, valid, and binding agreement enforceable against the Department in accordance with its terms, subject to Sections 3.4.3 and 10.9.1.
- 3.4.2. **Disclosure.** There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect the Department's ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to CONTRACTOR prior to the date hereof.
- 3.4.3. **Statutory Contingency.** The State's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature, pursuant to Section 287.0582, Florida Statutes; the State is not obligated for any payments that exceed the amount of the current appropriation, pursuant to Section 957.04(1)(h), Florida Statutes.
- 3.5. **REPRESENTATIONS OF CONTRACTOR.** CONTRACTOR represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for purposes of entering into this Contract, as follows:
- 3.5.1. **Organization and Qualification.** CONTRACTOR has been duly incorporated and validly exists as a corporation in good standing under the laws in its jurisdiction of incorporation with power and authority to own its properties and conduct its

business as presently conducted. CONTRACTOR is duly qualified to do business as a corporation in good standing in Florida.

- 3.5.2. Authorization. This Contract has been duly authorized, executed, and delivered by CONTRACTOR, and constitutes a legal, valid, and binding agreement enforceable against CONTRACTOR in accordance with its terms.
- 3.5.3. No Defaults under Contract. CONTRACTOR is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by CONTRACTOR, under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit, or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect CONTRACTOR's ability to perform its obligations under this Contract.
- 3.5.4. Compliance with Laws. Neither CONTRACTOR nor its officers and directors purporting to act on behalf of CONTRACTOR have been advised, and have no reason to believe, that CONTRACTOR or such officers and directors have not been conducting business in compliance with all applicable laws, rules, and regulations of the jurisdictions in which CONTRACTOR is conducting business including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be so in compliance would not materially and adversely affect CONTRACTOR's ability to perform its obligations under this Contract.
- 3.5.5. No Litigation. Except as previously disclosed in writing to the Department, there is not now pending nor, to the knowledge of CONTRACTOR, threatened, any action, suit, or proceeding to which CONTRACTOR is a party, before or by any court or governmental agency or body, which might result in any material adverse change in CONTRACTOR's ability to perform its obligations under this Contract, or any such action, suit, or proceeding related to environmental or civil rights matters: and no labor disturbance by the employees of CONTRACTOR exists or is imminent which might be expected to materially and adversely affect CONTRACTOR's ability to perform its obligations under this Contract.
- 3.5.6. Taxes. CONTRACTOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon; CONTRACTOR has no knowledge of any tax deficiency which has been or might be asserted against CONTRACTOR which would materially and adversely affect CONTRACTOR's ability to perform its obligations under this Contract.
- 3.5.7. Financial Statements. CONTRACTOR has delivered, or will deliver, to the Department copies of the following financial statements with all sub schedules and

footnotes: a balance sheet, profit and loss statement, and a change in financial position schedule for each of the prior three (3) years. Such financial statements fairly present the financial position of CONTRACTOR at the date shown and the results of its operations for the periods covered, and have been prepared in conformity with generally accepted accounting principles applied on a consistent basis, except as discussed in the notes to the financial statements.

- 3.5.8. No Adverse Change. Since the date of CONTRACTOR's most recent balance sheet provided to the Department, there has not been any material adverse change in CONTRACTOR's business or condition, nor has there been any change in the assets or liabilities or financial condition of CONTRACTOR from that reflected in such balance sheet which is material to CONTRACTOR's ability to perform its obligations under this Contract.
- 3.5.9. Disclosure. There is no material fact which materially and adversely affects or in the future will (so far as CONTRACTOR can now reasonably foresee) materially and adversely affect CONTRACTOR's ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department prior to the date hereof. Failure to disclose such material facts, as described above, is grounds for termination for false representation.

4. **POSSESSION OF THE FACILITY AND INVENTORY**

- 4.1. **POSSESSION OF FACILITY.** On the Service Commencement Date, the Department shall grant CONTRACTOR exclusive use, possession and control of the land and property comprising the Facility and its grounds, subject to terms of this Contract and to the right of the Department and other appropriate parties (including, but not limited to, OPPAGA, DC, CMA, DOH, OSHA, DCF, Legislative staff) to enter and/or inspect the Facility, programs, health services, food services and its grounds pursuant to Section 3.19.10. The design of the Facility will be owned by the State of Florida.
- 4.2. **POSSESSION OF LEASED FURNISHINGS AND EQUIPMENT.** On the Service Commencement Date, the Department will grant CONTRACTOR exclusive use and possession, subject to the terms of this Contract, of Leased Furnishings and Equipment. Items purchased with state funds are owned by the State of Florida and shall remain with the Facility in the event of termination or non-renewal of this Contract. All Leased Furnishings and Equipment are State property, except for CONTRACTOR Property as set forth under Contract Sections 4.2 and 4.5. CONTRACTOR will provide a list of all property and the designated ownership upon Service Commencement Date (See Exhibit A – Fixtures, Furnishings & Equipment Inventory).
- 4.3. **INVENTORY.** As part of CONTRACTOR's initial responsibility, CONTRACTOR shall prepare and maintain a current inventory of Leased Furnishings and Equipment. Such inventory

shall include the manufacturer, model number, serial number, monetary value (purchase cost), and assigned identification number. Leased Furnishings and Equipment shall remain part of the Facility and may not be removed from the Facility, without approval from the On-Site Contract Monitor. The Department shall be entitled to conduct an inventory of Leased Furnishings and Equipment prior to or within a reasonable time after the Service Commencement Date, and shall be entitled to conduct an inventory of Leased Furnishings and Equipment throughout the Term of this Agreement. CONTRACTOR shall cooperate with the Department in its conducting of all inventories of Leased Furnishings and Equipment. The inventory will be recorded on Exhibit A – Fixtures, Furnishings & Equipment Inventory. The inventory will indicate whether item was purchased with state funds and items designated as CONTRACTOR Property. The inventory will be made available to the On-Site Contract Monitor by printed or electronic means in an MS Office Excel format. The On-Site Contract Monitor will use the current inventory to conduct monthly reviews at the Facility. State-owned property will be designated with a sticker indicating it was purchased with state funds. All FF&E items purchased with POITWF will be inventoried and labeled as State property and also identified as "IWTF". CONTRACTOR will provide an inventory database which is to be supplemented with a bar coding system that can export or convert the data into an MS Excel format.

- 4.4. **REPLACEMENT OF INVENTORY.** CONTRACTOR, subject only to the facility furnishings, fixtures, and equipment covered by the "major maintenance and repair reserve fund" as described in Section 4.9, shall replace within sixty (60) days of the date of discovery of loss, theft, damage or inoperability beyond repair with equipment having like functional ability, life expectancy and quality; provided CONTRACTOR may be allowed more than 60 days within reason and in accordance with Department policies if the replacement equipment has been ordered, but not delivered or installed through no fault of CONTRACTOR. Such replacement of State equipment shall be added to the inventory and shall become the property of the State. CONTRACTOR shall update the inventory to reflect any replacement of furnishings, fixtures or equipment at the Facility within 20 days. CONTRACTOR shall provide the On-Site Contract Monitor copies of all receipts showing purchase or lease costs for replaced items quarterly. Inoperable items replaced by CONTRACTOR shall be disposed of by CONTRACTOR with prior approval by the Department and in compliance the DMS's Property Asset Management (PAM) policy. Additional information on PAM is available at DMS's website.
- 4.5. **CONTRACTOR PROPERTY.** CONTRACTOR will provide such other machinery, equipment, fixtures and furnishings that (i) CONTRACTOR deems necessary for the operation, maintenance and administration of the Facility, (ii) are integral and related to the operation, maintenance, and administration of the Facility, or (iii) were offered as part CONTRACTOR'S response to the ITN. Such machinery and equipment shall be included in the costs of the project and delivered prior to Service Commencement Date. Exhibit A – Fixtures,

Furnishings & Equipment Inventory is a jointly prepared property inventory listing each item and noting the condition of each such item. Unless otherwise specified herein, all such furniture, fixtures and equipment shall be new when delivered to the Facility. Ownership of this property shall remain with CONTRACTOR and may be removed from the premises at any time by CONTRACTOR, provided that any damage to the Facility resulting from any removal pursuant to this Section shall be repaired by CONTRACTOR at the expense of CONTRACTOR. Any additional machinery, equipment, fixtures and furnishings purchased by CONTRACTOR during the term of this Contract may be purchased by the Department at the conclusion of the Contract at CONTRACTOR's cost, less depreciation. Documentation of costs shall be provided quarterly to the On-Site Contract Monitor.

- 4.6. **SANITATION AND HYGIENE.** CONTRACTOR shall provide an environmentally clean, healthy, and safe Facility for both employees and inmates. CONTRACTOR will be responsible for the following:
- 4.6.1. Sanitation and hygiene will be maintained at a minimum, at a level equivalent to the level of DC facilities. All floors, including concrete shall be waxed or sealed and buffed. All areas of the Facility shall be maintained free of cobwebs or dust build-up, including ceiling and wall grills. Any dirt and/or dust-build up will not be accepted. The yards will be free of all trash. All kitchen equipment and utensils shall be free of grease build-up.
 - 4.6.2. CONTRACTOR will inspect all areas of the Facility daily for cleanliness and shall provide documentation of such inspections to the On-Site Contract Monitor.
 - 4.6.3. Lighting, ventilation and heating equipment shall be functioning at all times.
 - 4.6.4. No fire, safety or health hazards shall exist.
 - 4.6.5. All plumbing equipment, including toilets, sinks, and showers shall be operating properly at all times.
 - 4.6.6. All hazardous chemicals shall be inventoried, stored and maintained in accordance with OSHA's policy and procedures. Inventories and inspection documentation shall be made available to the On-Site Contract Monitor as requested.
 - 4.6.7. Food service areas shall be clean and in compliance with applicable state health regulations.
 - 4.6.8. Copies of all inspection reports, including internal and reports from governing agencies, will be submitted to the On-Site Contract Monitor. Corrective Action Plans and a time-line for correction for non-compliance issues (whether found by internal or external agents) will be submitted to the external auditing agency

pursuant to their timeline and to the On-Site Contract Monitor. If no timeline is established, the report will be submitted within twenty (20) days.

4.7. **UTILITIES.** CONTRACTOR shall be responsible for the timely payment of all utility bills for the Facility. Copies of utility bills shall be made available to the On-Site Contract Monitor upon request.

4.8. **MAINTENANCE.**

4.8.1. CONTRACTOR shall maintain the physical structure of the Facility and all tangible personal property contained therein, including Leased Furnishings and Equipment, in accordance with applicable ACA Standards and Section 4.9, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance adhering to the manufacturer's recommended preventative maintenance schedule. CONTRACTOR will maintain, preserve and keep the Facility and the Leased Furnishings and Equipment in good repair, working order and condition, subject to normal wear and tear, and will promptly make or cause to be made all necessary and proper repairs, including those identified by self-monitoring, reviews of governing agencies, and the Department's inspections. All such replacements and renewals shall thereupon become part of the Facility. It is specifically understood and agreed that CONTRACTOR will develop and implement a preventive and routine maintenance plan and will keep maintenance records. Copies of inspection reports, maintenance records and maintenance plans will be provided to the On-Site Contract Monitor in a report by the 15th of each month. During the term of this Contract, the Department shall have no responsibility, financial or otherwise, with respect to maintenance of the Facility other than that explicitly provided under Section 4.9. The responsibility for maintenance of the Facility shall be the sole responsibility of CONTRACTOR except as provided under Section 4.9.

4.8.2. The maintenance plan shall include the following:

4.8.2.1. Plant equipment;

4.8.2.2. Structural maintenance; and

4.8.2.3. Vehicle preventive maintenance programs.

4.9. **MAJOR MAINTENANCE AND REPAIR RESERVE FUND.** CONTRACTOR shall make and be responsible for all routine and necessary repairs of the Facility, and repairs/replacement of all Facility furnishings, fixtures, and equipment, so long as the cost associated with any maintenance, replacement, or repair is \$5,000 or less (per item, per occurrence). Requests for reimbursement for maintenance or repair costs in excess of \$5,000 shall be submitted to the Bureau Chief and, subject to the receipt of written approval from the Bureau Chief, the costs of such major maintenance or repairs shall be charged to the

Major Maintenance and Repair Reserve Fund. On the first day of each month, the Department will deduct \$16,770.00 from the monthly invoice payment and transfer said amount to the Major Maintenance and Repair Reserve Fund for the Facility. Corrective action items identified in an unannounced security audit by DC will generally not be covered under this fund unless the Department grants a waiver. The Department shall be the owner of such fund, and CONTRACTOR shall have no rights, other than as set forth herein, in such fund or in any fund earnings. CONTRACTOR will follow the Department's Major Maintenance and Repair Fund policy for all requests for reimbursement.

- 4.10. **ACCESS TO THE FACILITY.** The On-Site Contract Monitor, the Contract Manager, all DC representatives, or other designated representatives from the Department shall have full and immediate access at all times, with or without notice, to inmates and staff and to all areas of the Facility. Other Department employees and State officials on official business (including, but not limited to, the Governor's Office of Program, Policy and Government Accountability, Department of Health, Correctional Medical Authority, etc.), shall have full access to inmates, staff, and all areas of the Facility at all times, with or without notice. Representatives will not be unnecessarily detained at the front gate. CONTRACTOR shall not detain any designated representative(s) for any period of time in excess of the time necessary for parties to comply with existing security processes.
- 4.11. **EXPANSION/RENOVATIONS.** Subject to the prior written approval of the Department, which approval shall not unreasonably be withheld, CONTRACTOR shall have the authority to remodel the Facility or make substitutions, alterations, additions, modifications, and improvements to the Facility from time to time. Unless otherwise agreed in writing, all such remodeling, substitutions, alterations, additions, modifications, and improvements shall be paid by CONTRACTOR, and the same shall become part of the Facility. Minor alterations may be done at CONTRACTOR's expense without prior approval from the Department. Minor alterations will be defined as alterations costing less than \$25,000. For any work under this section, CONTRACTOR must use, and must document the use of, materials of equal or greater quality. Such documentation shall be provided to the On-Site Contract Monitor upon request. All alterations shall be documented on the Facility's inventory as necessary.
- 4.12. **MATERIAL DAMAGE OR LOSS.** Promptly after the occurrence of any damage to or loss at the Facility that materially affects the continued operation of the Facility; CONTRACTOR shall notify the Department of such loss or damage. The Department and CONTRACTOR shall jointly assess the nature and extent of such damage or loss and, as soon as practicable thereafter, determine whether it is practicable and desirable to rebuild, repair or restore such damage or loss. If the Department and CONTRACTOR determine that such rebuilding, repairing or restoring is practicable and desirable, CONTRACTOR shall forthwith proceed with such rebuilding, repair or restoration. Upon the completion thereof, such rebuilding, repair or restoration shall thereupon become part of the

Facility. In such case, any insurance proceeds received in respect to such damage or loss shall be used for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. Insurance records, including proceeds and deductibles, shall be provided to the On-Site Contract Monitor upon request. In the event such insurance proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, CONTRACTOR is responsible for payments due in excess of insurance proceeds received. If the Department and CONTRACTOR determine, in writing, that repairing, rebuilding or restoration is not feasible or practical, and further agree, in writing, not to rebuild, repair or restore the Facility, then this Contract shall automatically terminate with respect to such Facility thirty (30) days after the date of such written agreement.

- 4.13. **VEHICLES.** CONTRACTOR shall purchase or lease and provide all vehicles required for the operation and maintenance of the Facility. All such vehicles shall be owned by CONTRACTOR. CONTRACTOR shall have all vehicles properly insured for comprehensive, collision, property, medical, personal injury, theft and replacement damages. All maintenance plans and records, preventative maintenance, repair records, etc. shall be provided to the On-Site Contract Monitor monthly.

5. **OPERATION OF THE FACILITY**

5.1. **GENERAL DUTIES.**

5.1.1. CONTRACTOR shall provide the operation and management services and shall operate, maintain, and manage the Facility in compliance with applicable federal and state constitutional requirements, laws, court orders, and DC rules and procedures, whether now in effect or hereafter effected or implemented, and in accordance with the operational plan, the terms and conditions contained in the Contract, and any documents referenced therein. CONTRACTOR shall be in compliance with all applicable ACA Standards and requirements for adult correctional institutions, and shall maintain ACA accreditation. CONTRACTOR must submit a written request for a specific exemption from ACA Standards to the Contract Manager, who may, at his/her sole discretion, grant or deny the request. In the case of a conflict between any of the standards or requirements listed above, the more demanding standard or requirement will control.

5.1.2. Pursuant to Chapter 957.04(1)(e), Florida Statutes, CONTRACTOR may propose a waiver of a particular DC rule or procedure that is inconsistent with the mission to establish and maintain cost-effectiveness at the Facility. Such proposals shall be submitted to the Contract Manager, who may, at his/her sole discretion, grant or deny such a waiver in writing to CONTRACTOR. All decisions by the Contract Manager under this section are final and not subject to appeal or challenge by CONTRACTOR in any civil or administrative forum, nor subject to any mediation or arbitration proceedings.

- 5.2. **FISCAL OPERATIONS.** CONTRACTOR shall comply with all of the following requirements concerning fiscal operations, including but not limited to, the proper maintenance of accounting records and the periodic report of financial data in accordance with all auditing requirements as generally specified in Sections 5.3 through 5.8.
- 5.3. **MAINTENANCE AND OPERATION OF FUNDS.** CONTRACTOR shall maintain operating its books and records in accordance with generally accepted accounting principles (GAAP) determined by the Governmental Accounting Standards Board, in reasonable detail to include, but not be limited to, groups of accounts for Facility operations, health services, substance abuse programs, educational services, food services, security services, maintenance and administration
- 5.4. **OPERATION OF INMATE BANK.** CONTRACTOR shall maintain Inmate Bank funds separate and apart from other funds and to abide by DC rules and procedures as regarding the same.
- 5.5. **OPERATION OF THE PRIVATELY OPERATED INSTITUTIONS INMATE WELFARE TRUST FUND (POIIWTF).**
- 5.5.1. CONTRACTOR shall maintain the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF) accounts in accordance with all applicable standards and DC rules and procedures. Funds in the POIIWTF may be appropriated annually by the Legislature for the benefit and welfare of inmates incarcerated in privately operated correctional facilities.
- 5.5.2. By May 1 of each year, CONTRACTOR must submit an application for expenditures to be made from the trust fund for the next fiscal year to the Department to be reviewed by the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF) Committee. The POIIWTF Committee will make its recommendation to the Secretary to be considered by the Legislature in the allocation of funds.
- 5.5.3. In accordance with 60AA-203.101, Florida Administrative Code, planned expenditures must cover expenses for unique and innovative programs or items or activities for the inmates at the Facility. Proposed additional expenditures for contractually required programs will not be authorized.
- 5.5.4. CONTRACTOR must compile a report that documents the actual receipts and expenditures from this trust fund for the previous fiscal year and the projected receipts and expenditures for the next fiscal year, beginning July 1 and ending June 30, and provide such to the Department. This report is due by July 30 each year for the fiscal year previous.
- 5.5.5. Expenditures for operational cost and fixed capital outlay made from the POIIWTF must meet the guidelines of Section 945.215, Florida Statutes, and appli-

cable terms of this Contract. CONTRACTOR is responsible for contracting and overseeing the construction of fixed capital outlay projects authorized by the Legislature. All operations and fixed capital outlay projects and expenditures must be approved by the Department. Expenditures made from the POIIWTF shall not include items included in CONTRACTOR's response to the ITN.

5.6. **AUDITING OF TRUST ACCOUNTS.** CONTRACTOR shall develop and update, as necessary, with the approval of the Department, administrative procedures to ensure proper accounting and internal control of the receipts and expenditures of the funds from the Commissary Account and the POIIWTF. CONTRACTOR shall review such procedures yearly to ensure procedures remain current and timely. Documentation of this review and any recommendation for change shall be submitted to the On-Site Contract Monitor yearly. CONTRACTOR shall have an independent audit of this fund conducted on an annual basis and the entire results of the audit will be submitted to the Department. CONTRACTOR will send to the Department a monthly report by the 20th of the month, of deposits and expenditures made to the POIIWTF. This report should include deposits and expenditures made to the commissary account. The yearly audit report is due July 31 each year for the previous year.

5.7. **FINANCIAL REPORTING.**

5.7.1. Audited annual financial statement, prepared in accordance with GAAP and clearly distinguishing Inmate Bank and POIIWTF shall be filed not later than July 31st of each year except as provided for as below: For the first, or partial year of occupancy, the report shall not be due until July 1st of the second succeeding year.

5.7.2. Monthly statements shall also be prepared and delivered to the Bureau as follows:

5.7.2.1. Inmate Bank Fund: Accounting of the Inmate Bank fund, including a spread sheet showing all account actions for the relevant time period for each account and the balance if any at the time of submission of the statement. This report is due monthly by the 20th day of the month or the first business day thereafter;

5.7.2.2. POIIWTF: A statement of revenues, expenses, and statement of budgeted and actual expenditures (detailed by object code). This report is due by the 20th of the month or the first business day thereafter.

5.8. **SEC RECORDS.** CONTRACTOR shall, within thirty (30) days of receipt, provide the Department with copies of all annual reports on Form 10 K, quarterly reports on Form 10 Q and reports on Form 8-K required to be filed by CONTRACTOR with the Securities and Exchange Commission. Prior to the execution of this Contract, CONTRACTOR shall pro-

vide the Department with its most recent Form 10-K and any Form 10-Qs or Form 8-Ks filed. If CONTRACTOR is not a public company required to submit reports to the SEC, CONTRACTOR shall provide the Department copies of its annual and quarterly financial statements within thirty (30) days of receipt and shall provide the Department with its most recent financial statements prior to the execution of this Contract.

5.9. **AMERICAN CORRECTIONAL ASSOCIATION ACCREDITATION**

5.9.1. CONTRACTOR shall maintain ACA accreditation for the Facility pursuant to and in accordance with the terms of Section 957.04(1)(c), Florida Statutes. CONTRACTOR's failure to comply with this section will be considered a violation of the terms of this Contract, subjecting CONTRACTOR to an adjustment of compensation under Section 7.5 and/or the remedies set forth in Section 10.

5.9.2. CONTRACTOR is required to utilize all of DC's rules, procedures and Health Service Bulletins ("HSB"). CONTRACTOR may request the Department authorize their policy in lieu of a DC rule or procedure. Several of DC's procedures are restricted due to the sensitive nature of security. The Department of Corrections periodically reviews its HSBs and Procedures. Some of the HSBs or Procedures may be eliminated or combined with others HSBs or Procedures by the time the contract(s) for these facilities are executed. CONTRACTOR shall follow and comply with the most up to date HSBs or Procedures.

5.10. **OPERATIONS PLAN.** CONTRACTOR shall provide the Department, for the Department's written approval, an Operational Plan that covers the full range of Facility operations including, but not limited to, the following:

5.10.1. All aspects of Facility operations that affect the quality of life of the inmates, employees, and visitors. The following items should be considered when evaluating quality of life within the facility: inmate recreation program; recreation facilities; food quality, inmate food services standards; medical care; sanitation and hygiene practices; inmate exercise; access to mail, telephone and visitation; staff working conditions; and, inmate work assignments.;

5.10.2. Procedures that will be utilized to facilitate monitoring of the Facility by CONTRACTOR's Authorized Representative or the Authorized Representative's designee on an annual basis;

5.10.3. Continuous self-monitoring by Facility staff (On-Site Contract Monitor will be given written copies of self-monitoring reports monthly). It is CONTRACTOR's responsibility to document self-monitoring activities under the Contract;

5.10.4. Procedures for assumption of operations by DC in the event of CONTRACTOR's bankruptcy or inability to perform its duties hereunder;

- 5.10.5. An emergency procedures/security manual for confidential use by staff supervisors employed by CONTRACTOR;
- 5.10.6. Post Orders for all Facility security staff positions. All post orders must be submitted and approved by the Contract Manager. Post Orders will be reviewed yearly by CONTRACTOR. Documentation of this review and any prospective changes to the post orders will be submitted to the On-Site Contract Monitor who will forward the documentation for review and approval in writing to the Contract Manager;
- 5.10.7. Job descriptions for each position, including salary range, education and experience requirements, certification/licensure requirements, descriptions of job duties, and full-time or part-time designation. All job descriptions must be submitted and approved by the Contract Manager. Job descriptions will be reviewed yearly by CONTRACTOR. Documentation of this review and any prospective changes to the job description will be submitted to the On-Site Contract Monitor for review and approval in writing by the Contract Manager. Revisions must be approved prior to implementation. Exhibit B (to be provided by CONTRACTOR) of the Contract is a chart documenting all the positions, job codes and minimum/maximum salaries. This Exhibit must be updated as needed and approved by the Contract Manager. This Exhibit will be the basis of vacancy deduction amounts for invoicing purposes. All job announcements must be accompanied with the corresponding job description approved by the Contract Manager prior to posting;

CONTRACTOR shall notify the Department in writing of desired changes in, or additions to, the Operational Plan with regard to CONTRACTOR's policies and procedures, emergency procedures/security manual, post orders, and job descriptions. No such changes shall be implemented prior to CONTRACTOR's receipt of written approval from the Contract Manager. The Contract Manager shall respond to a request for changes within thirty (30) days. A material breach of the Operational Plan shall be regarded as a material breach of this Agreement

5.11. **CLASSIFICATION AND ASSIGNMENT OF INMATES.**

- 5.11.1. CONTRACTOR shall provide a classification program that is in accordance with all applicable standards and DC procedures. CONTRACTOR shall provide suitable office space at the Facility for one (1) or more DC classification officers as may be determined by the DC to conduct classification services, subject to the Department's approval. CONTRACTOR may not make any change in an inmate's custody level, but may recommend custody level changes to DC for approval.

5.11.2. Beginning on the Service Commencement Date, inmates will be assigned to the Facility by the DC at a rate not to exceed capacity of the Facility in accordance with the following:

5.11.2.1. The inmates transferred by the DC shall: represent a cross section of the inmate population; have completed the initial classification process at a DC facility; be accompanied by all initial classification and subsequent reviews and other necessary documentation; be accompanied with a complete medical record, including chest X-ray; and be accompanied by documentation of the amount contained in the inmate's Commissary account with the funds to be forwarded by the DC to the Facility within ten (10) days of receipt of the inmate, in compliance with Chapter 33, Florida Administrative Code.

5.11.2.2. If an inmate does not meet the qualifications or classification level necessary for assignment to the Facility and CONTRACTOR is aware of this before transport to the Facility, CONTRACTOR should provide notice to DC before transport and request that the transfer be cancelled or diverted. If an inmate is found not to meet the qualifications or classification level necessary for classification to the Facility after transfer to the Facility, CONTRACTOR may request the transfer of unqualified or improperly classified inmates to a DC facility pursuant to Sections 5.13 and 5.15.

5.12. **ORIENTATION OF INMATES.** CONTRACTOR shall conduct an orientation program for newly assigned inmates. This program shall meet minimum standards outlined in Chapter 33-601.100, Florida Administrative Code. CONTRACTOR will provide a copy of the orientation materials and associated forms the inmate is required to sign. The orientation materials will be reviewed annually and updated as needed by the CONTRACTOR. Documentation of the review will be provided to the On-Site Contract Monitor no later than the 20th day of the month following the review. Changes to the orientation curriculum require written approval by the Contract Manager.

5.13. **TRANSFER OF INMATES.**

5.13.1. Certain circumstances may require an inmate's transfer out of the Facility. These circumstances include custody changes resulting from disciplinary infractions or other behavior in the Facility; medical and psychiatric transfers, as initiated by medical staff at the Facility; disciplinary transfers in accordance with CONTRACTOR's disciplinary procedures; emergency transfers that involve extreme circumstances not normally found at the Facility; administrative transfers used in witness protection cases; or to adjust operational capacities.

- 5.13.2. CONTRACTOR may be required to transport non-routine transfers such as emergency medical, emergency mental health, court orders, protective management, etc. Non-routine transports will be determined by the DC by the nature of the request or its urgency. DC shall have the final decision making authority relating to non-routine transports.
- 5.13.3. CONTRACTOR may request, in writing, that an inmate be transferred from the Facility. The Department, CONTRACTOR, and the DC shall comply with the terms of a Transfer Agreement when transferring inmates between a correctional facility operated by the DC and a private correctional facility. The Transfer Agreement (Exhibit C to this Contract) will be executed in conjunction with the execution of this Contract.
- 5.14. **RELEASE OF INMATES.** CONTRACTOR will release inmates in compliance with the DC's rules and procedures pertaining to release as found in the requirements of Rules 33-601.501-503, Florida Administrative Code, which establishes the procedure to be followed in providing a discharge gratuity and travel to eligible inmates upon their release. CONTRACTOR shall follow procedures which are substantially identical to those in Rules 33-604.501-503, Florida Administrative Code, and make payment from its fund to eligible inmates. DMS, and/or the DC shall not reimburse CONTRACTOR for discharge gratuity payments made. The funds for this should be incorporated into the Per Diem Rate. A monthly report to include the inmate released and the correspondent receipts for the discharge gratuity and travel payments shall be submitted to the On-Site Contract Monitor.
- 5.15. **TRANSPORTATION OF INMATES.** CONTRACTOR shall not be responsible for inmate transportation from the DC to the Facility or from the Facility to the inmate's destination upon transfer except as provided for in Section 5.13. CONTRACTOR will be responsible for transporting inmates to the hospital or outside medical appointments, and will be responsible for discharge transportation in compliance with Rules 33--601.503 F.A.C., "Discharge Transportation".
- 5.16. **INMATE DISCIPLINE.** CONTRACTOR will develop a policy implementing a system of inmate rules and disciplinary procedures in compliance with the ACA Standards (DC rules in particular), and DC procedures. Penalties will be consistent with those imposed by the DC. Disciplinary hearings will be conducted by CONTRACTOR's staff that will make recommendations to the DC classification staff. The DC's classifications staff shall either accept those recommendations or prepare a written statement in which good cause for a rejection of those recommendations are established. In the event that a recommendation is rejected by the DC's classification staff, CONTRACTOR shall have a right of administrative appeal to the Regional Director of Institutions for the region in which the Facility is located. The decision of the Regional Director of Institutions, in the event of any such administrative appeal, shall be final and not subject to appeal or challenge by

CONTRACTOR in any civil or other administrative forum, nor subject to any mediation or arbitration proceedings. All inmate discipline policies shall be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor.

5.17. **INMATE VISITATION.**

5.17.1. CONTRACTOR shall provide all space, furniture, equipment, and supervision necessary to implement a visitation program in compliance with the ACA Standards. Contact visitation will be provided as determined by an inmate's custody level and disciplinary status.

5.17.2. CONTRACTOR will provide space, equipment and supervision necessary for inmate visiting with children.

5.17.3. CONTRACTOR's visitation policies shall consistent with those policies followed by the State's public prisons and will be reviewed annually and updated as needed. Documentation of the policies will be provided annually to the On-Site Contract Monitor. Changes to the policy require written permission by the Contract Manager prior to implementation.

5.17.4. The DC has implemented an enhanced version of the Facility Access Secure Tracking (FAST) application statewide to control visitation to institutions. FAST uses hand geometry biometrics, photos and data to ensure proper visitor credentials. It consists of two (2) hand readers, a camera and a computer. CONTRACTOR shall implement and use the FAST system and will be responsible for all costs associated with it.

5.18. **DRUG TESTING.** CONTRACTOR shall conduct a random drug testing program consistent with DC's policies and procedures. The DC will provide a monthly list of inmates to be drug tested. The list will be randomly generated. Monthly reports must be submitted to the On-Site Contract Monitor regarding the testing results. Results will also be sent to the DC within three days of receiving the test results. All inmate drug testing policies shall be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to CONTRACTOR'S written drug testing policy require written permission by the Contract Manager.

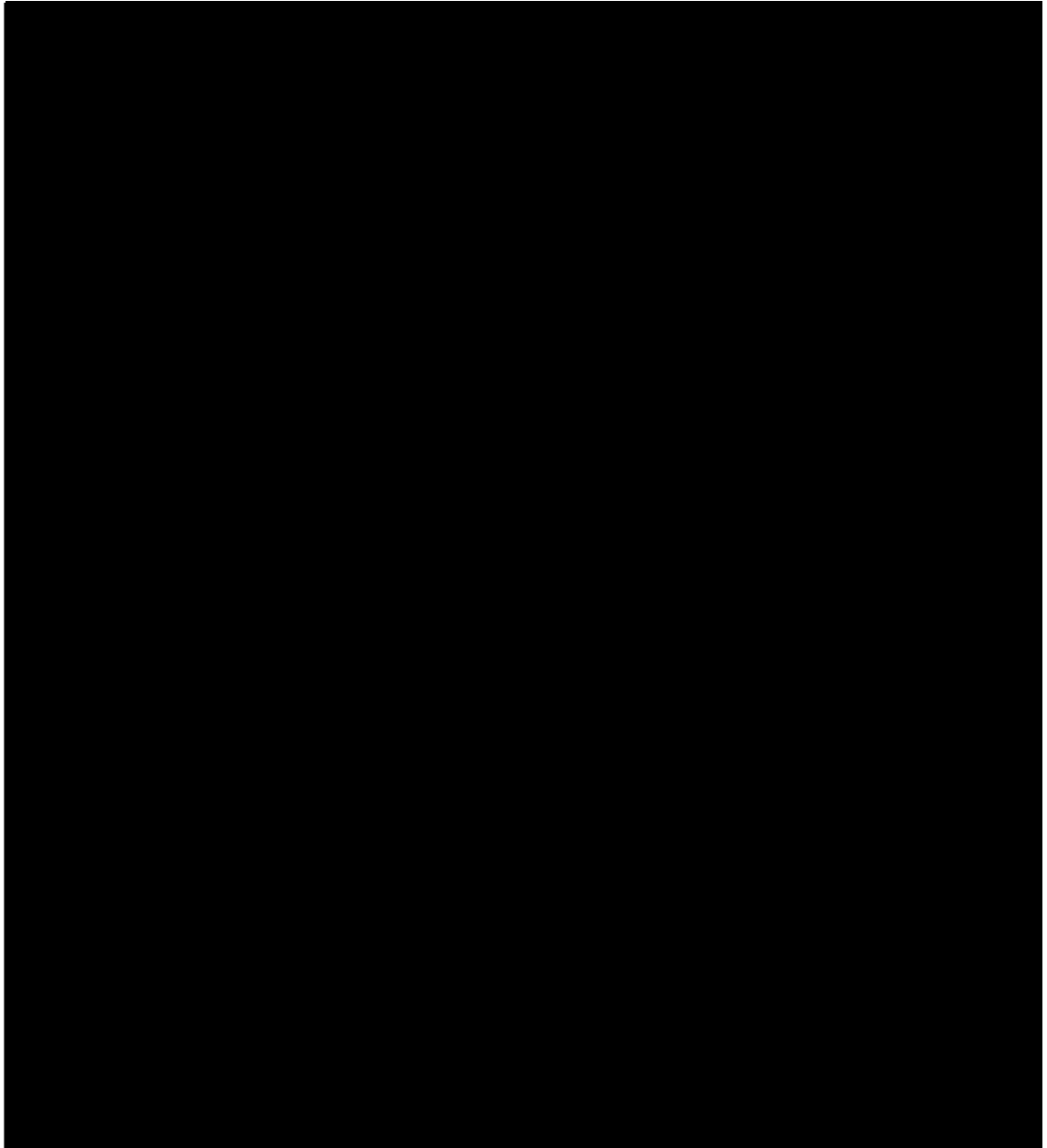
5.19. **INMATE MAIL AND TELEPHONE.**

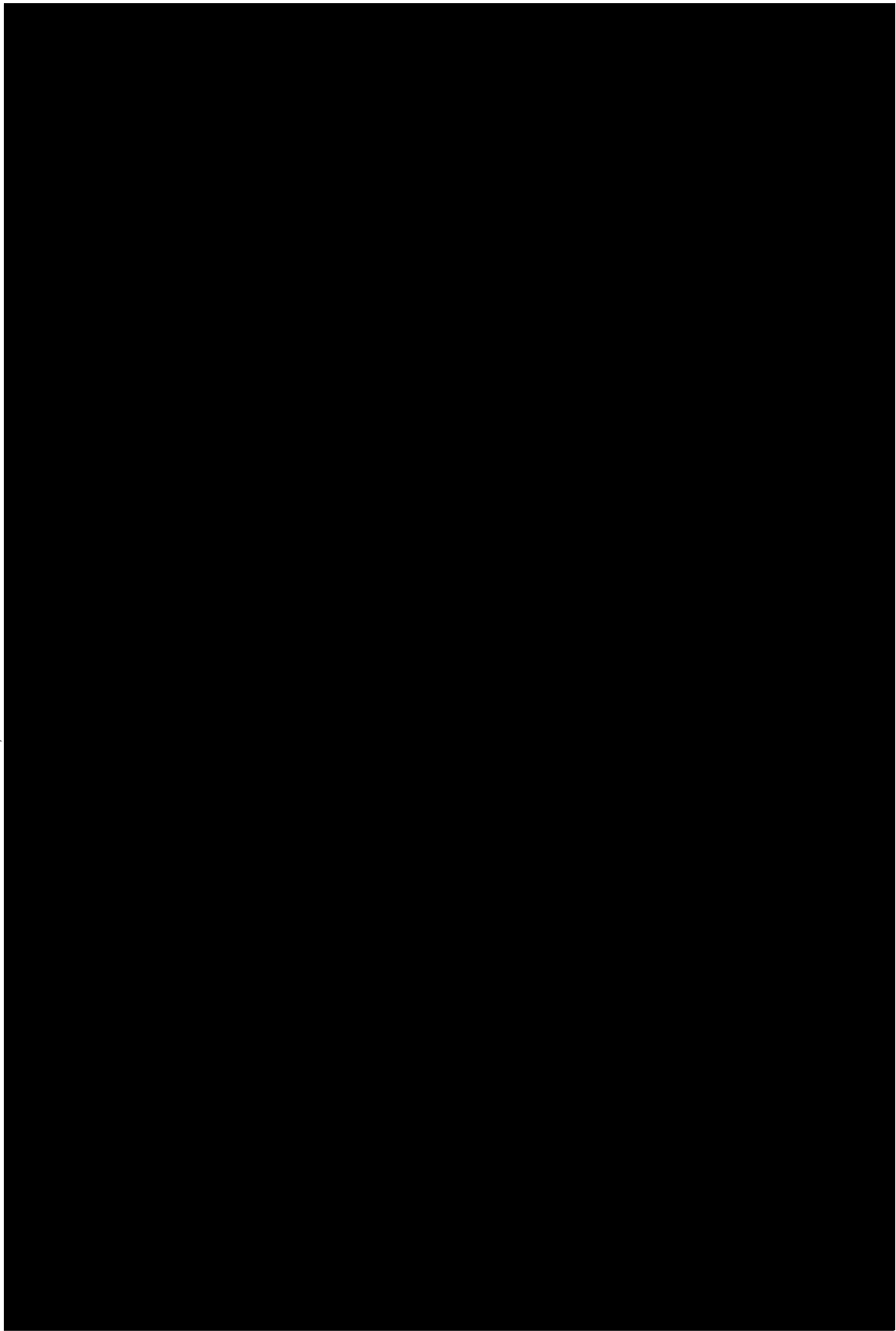
5.19.1. CONTRACTOR shall provide for mail and telephone services in compliance with the DC Standards. The telephone services and rates provided at the Facility shall be identical to those provided at public state prisons in Florida. As required by Section 945.215, Florida Statutes, net receipts from telephone commissions shall be sent to the DC and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF). CONTRACTOR shall pro-

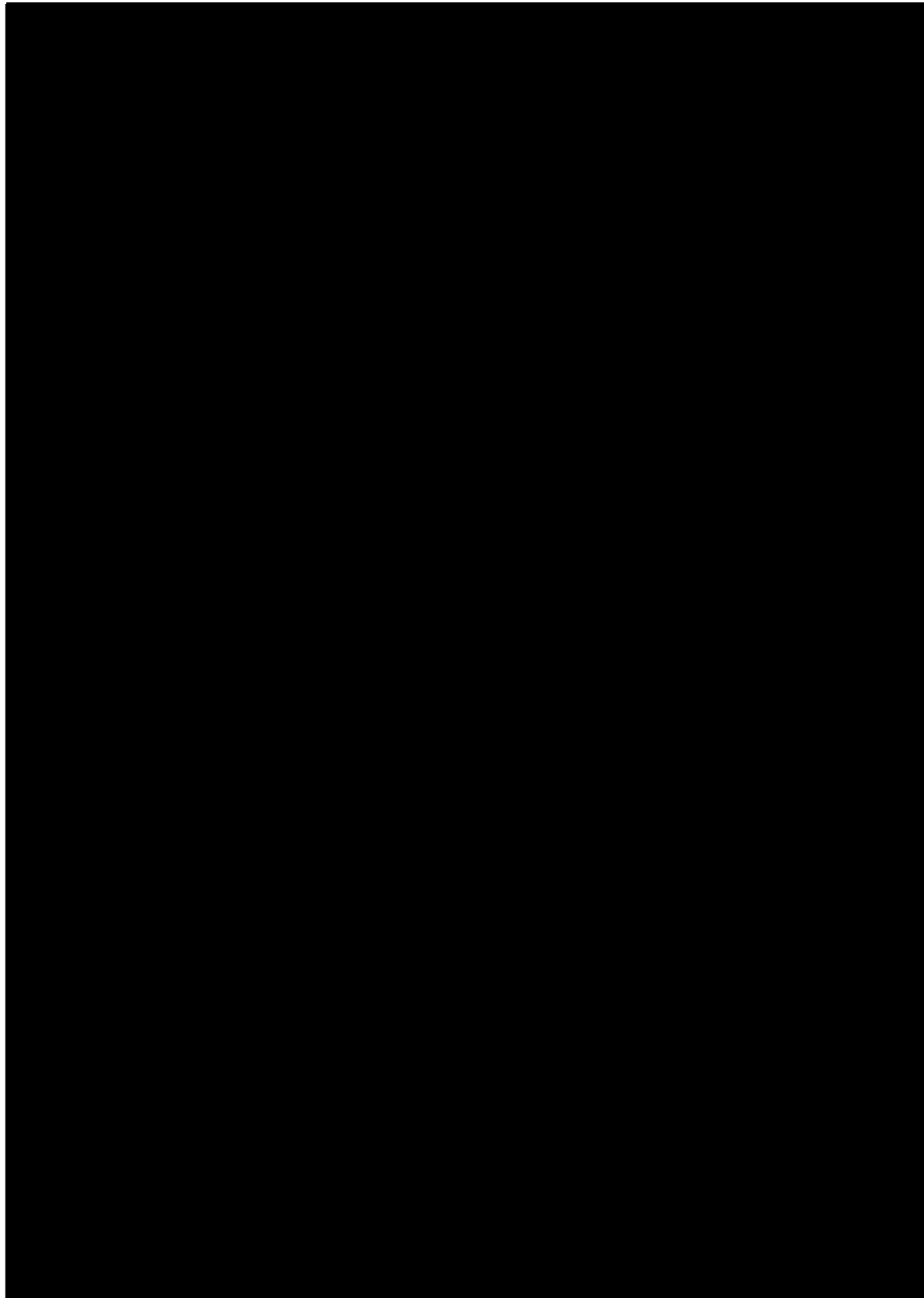
vide a monthly statement to the On-Site Contract Monitor showing all deposits, withdrawals, and interest earned in the account. The telephone service provider for the Facility shall be responsible for the repair and maintenance of any equipment it installs and have phone calling rates consistent with DC phone calling rates. However, CONTRACTOR shall take all reasonable precautions to prevent damage to the equipment. CONTRACTOR will provide computer hardware for administration of the inmate telephone system. The telephone system must allow for remote access to monitor inmate's telephone calls, including remote access by the DC's Inspector General. CONTRACTOR shall comply with all state, federal and local laws, including the DC's rules, policies and procedures regarding inmate access to telephones found in Chapter 33, Florida Administrative Code.

- 5.19.2. CONTRACTOR shall develop and update, as necessary, with the approval of the Department, administrative procedures to verify that: contracted telephone companies accurately record and report all telephone calls made by inmates incarcerated in the Facility; persons who accept collect calls from inmates are charged the contracted rate; and the funds are deposited into the telephone revenue account and transmitted monthly into the POI/WTF.
- 5.20. **USE OF FORCE.** CONTRACTOR will develop and implement use of force policies and procedures in compliance with DC Procedure, Florida Statutes, and Florida Administrative Codes.
- 5.21. **INMATE PERSONAL PROPERTY.** CONTRACTOR shall handle and dispose of inmate property in compliance with DC rules, procedures and other applicable standards provided in Chapter 33, Florida Administrative Code, and the United States Constitution. All inmate property policies shall be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to the policy require written permission by the Contract Manager prior to implementation. A monthly report shall be submitted to the On-Site Contract Monitor regarding the property disposed of in compliance with the policy no later than the 20th of the following month.
- 5.22. **INMATE GRIEVANCE PROCEDURE.** CONTRACTOR will develop and implement an inmate grievance system that meets or exceeds the requirements of federal guidelines established under 42 U.S.C. § 1997e (2005) and DC procedures. Monthly reports must be submitted to the Department regarding all inmate grievances no later than the 20th of the following month. All inmate grievance policies shall be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to the policy require written permission by the Contract Manager prior to implementation.

- 5.23. **SENTENCE COMPUTATION.** CONTRACTOR shall provide the DC with data and information relating to sentence computation. The decision with respect to sentence computation rests with the DC. CONTRACTOR shall forward any court ordered sentence modifications (received via any source) to the Bureau of Sentence Structure and Population Management upon receipt.
- 5.24. **GAIN TIME, CHANGE OF CUSTODY AND FURLOUGHS.** CONTRACTOR will provide specific information to the DC regarding the award or forfeiture of gain time, change of custody or granting furloughs. The decision for such rests with the DC.
- 5.25. **SECURITY.**









5.26. **FOOD SERVICE.** CONTRACTOR will provide a food service program in compliance with the ACA Standards, and Section 957.04 (l)(f), Florida Statutes. CONTRACTOR is responsible for a variety of services, including a diet at least equal to those provided by the DC in comparable facilities.

5.26.1. CONTRACTOR shall provide all food, staffing and supervision of preparation for the total delivery of food service at the Facility. CONTRACTOR shall provide a full service kitchen with separate dining areas for inmates and staff.

5.26.1.1. Master Menu:

5.26.1.1.1. The DC has developed, and has in place, a four-week cycle Master Menu (see Exhibit E—DC Menu) that shall be followed by CONTRACTOR to ensure inmates housed in the Facility receive the same caloric and dietary requirements. CONTRACTOR shall serve two (2) hot meals per day in accordance with ACA Standards, with the exception of sack lunches or other special diets, as directed by medical staff, or the Warden in the case of an emergency.

5.26.1.1.2. CONTRACTOR may utilize an alternate master menu that differs from the DC Master Menu, provided that the alternate menu complies with the same caloric and dietary requirements as the DC Master Menu and is reviewed and certified by a registered dietician credentialed in the State of Florida.

5.26.1.1.3. If at any time the DC Master Menu changes any nutritional, caloric and/or dietary requirements, the CONTRACTOR, if using an alternate master menu in accordance with Section 5.26.1.1.2., shall immediately update their master menu to reflect the DC Master Menu changes. This update to the CONTRACTOR's master menu shall be reviewed and certified by a registered dietician credentialed in the State of Florida.

5.26.1.1.4. CONTRACTOR shall make provisions for providing sack lunches for inmate work crews in compliance with the applicable DC rules or procedures.

5.26.1.2. Delivery of Food:

5.26.1.2.1. General Population: The delivery of food for the general population inmates may be provided in cafeteria style in the Facility's inmate dining room or by satellite seating. If CONTRACTOR opts to use satellite feeding, CONTRACTOR will ensure that the food received by the inmates is consistent in temperature, texture and condition with food that would be served in a dining room. Alternate methods may be proposed by CONTRACTOR subject to written approval by the Department. This will include blind feeding where the inmate serving the food is not able to see the inmate receiving the tray.

5.26.1.2.2. Staff/Employees/Official Visitors

5.26.1.2.3. CONTRACTOR shall provide separate dining room facilities for staff and employees and official visitors; however, the same food prepared for inmates shall be served to staff, employees, and official visitors. This requirement does not apply to inmate visitation participants.

5.26.1.2.4. Confinement/Infirmary Inmates who are housed in confinement or infirmaries shall be fed in the confinement units or infirmary, whichever is appropriate.

5.26.1.2.5. Medical Diets CONTRACTOR shall prepare all medical diets in accordance with the recipes and menus in the DC's Modified Diets Component of the Master Menu and account for the number of inmates receiving such diet. CONTRACTOR shall provide the On-Site Contract Monitor with a monthly report of all inmates at the facility receiving a medical diet. Additional documentation may be required upon review of monthly report.

5.26.1.3. Religious Diets/Alternate Entrée: The Facility's Chaplain shall advise the institutional officials in charge of food services on all matters related to religious dietary requirements. Except in rare circumstances, requirements for religious diets are met by the Master Menu through the alternate entree program. A non-meat protein source is designated on each daily menu as an alternate to the main entree. Any inmate may choose between either the main entree or the alternate entree. CONTRACTOR shall provide the On-Site Contract Monitor with an updated list monthly of all inmates at the Facility receiving a religious

diet. Additional documentation may be required upon review of the monthly report.

5.26.1.4. Records must be maintained indicating daily menus and number of meals served. Substitutions to the pre-approved menus must be clearly documented and CONTRACTOR must ensure that substitutions made are of equivalent nutritional and caloric value to the original item. These records may be reviewed by the On-Site Contract Monitor at his/her discretion.

5.26.1.5. CONTRACTOR shall develop a written policy and procedure for delivery of food in case of an emergency (examples: non-delivery of food, riots, natural disasters, man-made disasters, strikes, equipment failure). Emergency feeding policies and procedures must be reviewed annually with documentation of that review provided to the On-Site Contract Monitor. Any changes to the policy/procedure must be approved in writing by the Contract Manager prior to implementation.

5.26.1.6. CONTRACTOR shall develop and implement a written plan for sanitation and rodent control which includes all kitchen/dining space, appliances, supplies and equipment. Sanitation policies and procedures must be reviewed annually with documentation of that review provided to the On-Site Contract Monitor. Any changes to the policy/procedure must be approved in writing by the Contract Manager prior to implementation.

5.26.1.7. CONTRACTOR shall develop a preventive maintenance schedule for the food service equipment, as applicable. All tools, knives and utensils must be locked in a controlled environment, inventoried, and signed in and out in accordance with the DC's procedure. All policies will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to policy require written permission by the Contract Manager.

5.26.1.8. All foods and/or condiments of a high security risk shall be locked in a controlled environment in accordance with DC Policies.

5.27. **INMATE COMMISSARY AND VENDING SERVICES.**

5.27.1. Inmates shall have access to a commissary for purchase of goods. CONTRACTOR will provide an inmate commissary and may provide for the placement in the Facility of one or more vending machines for use by the inmate's visitors and/or staff. Items for resale must be priced comparably with like items for retail sale at fair market prices. Items provided on the inmate's canteen menu that are also provided in the visitor and inmate's vending machines will have identical pricing. Receipts for these items must be provided upon request. Documentation

of fair market pricing must be provided upon request. DMS encourages CONTRACTOR to utilize economies of scale where possible and permissible. Items sold in the Commissary should only be those items allowed in FAC 602.201 Appendix 1 and only in the possession quantities specified. **Additionally, due to frequent transfers of inmates between private and state-run facilities, the items sold such as clothing, shoes, etc. must be of similar value and appearance to those sold in state run commissaries.** (See Exhibit F – Commissary Price List).

5.27.2. As required by Section 945.215, Florida Statutes, the net proceeds derived from operating inmate canteens, vending machines used primarily by inmates, receipts from telephone commissions, interest earned on the account, and similar sources shall be sent to the DC and deposited monthly in the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF). CONTRACTOR shall provide a monthly statement to the On-Site Contract Monitor to include all deposits, withdrawals, and interest earned in the account.

5.27.3. Funds necessary to purchase items for resale in the commissary and inmate vending machines shall be deposited into a local bank account established by CONTRACTOR and approved by the Department, hereinafter called the "Commissary Account".

5.27.4. CONTRACTOR shall make expenditures from the Commissary Account, to purchase items for resale in the commissary and for other items as contemplated in Section 945.215, Florida Statutes. CONTRACTOR shall provide a monthly statement to the On-Site Contract Monitor to include all deposits, withdrawals, and interest earned.

5.28. **HEALTH CARE SERVICES.**

5.28.1. CONTRACTOR shall provide comprehensive and medically necessary medical, dental and mental healthcare services with related pharmacy services (including provision of pharmaceuticals) on a non-capitated basis to inmates in the Facility that meet or exceed the minimum requirements outlined in the Contract Documents. CONTRACTOR shall provide these services at the Facility as set forth in its response to the ITN, attached as Exhibit H. This includes all healthcare treatment and related program support services. No deviations from the minimum service requirements shall be permitted. CONTRACTOR and the Department shall each act in good faith in the performance of all their respective contract duties and responsibilities. Access to and provision of all services outlined herein will be in accordance with minimum constitutionally adequate levels of healthcare regardless of place of assignment or disciplinary status. CONTRACTOR must be prepared to adhere to all DC criteria, definitions and classifications

regarding medical and psychological grades. CONTRACTOR must be prepared to follow the most current version of DC terminology, procedures and health services bulletins. DC's Office of Health Services (OHS) will be provided an opportunity to comment and suggest recommended changes to CONTRACTOR'S Health Care Services Plan.

- 5.28.2. CONTRACTOR is required to provide comprehensive healthcare service coverage twenty four (24) hours a day seven (7) days a week at the Facility. CONTRACTOR is responsible for the provision of and costs for medical linens, infirmity care mattresses (including SOS mattresses) and other infirmity care and emergency room supplies, and both urgent and emergency medical transportation. (Note: Medical linens typically include sheets, pillow cases, cotton blankets, draw sheets, cloth bed pads, patient pajamas and/or gowns, turning pads, towels and wash cloths. Infirmity care mattresses and pillows typically have vinyl or plastic covers, and SOS mattresses are normally made from heavy duty plastic or vinyl which is seamless and resistant to being torn into strips. These differ from the inmate housing unit mattresses and pillows.)
- 5.28.3. CONTRACTOR shall utilize hospitals with a secure prison ward or provide sufficient security in accordance with DC procedures addressing security coverage and requirements to ensure the safety of hospital staff and the public.
- 5.28.4. CONTRACTOR will provide medical, dental and mental health services in compliance with the ACA Standards that include the following:
 - 5.28.4.1. Dental/Substance Abuse/Physical/Mental Health Services: CONTRACTOR shall provide all healthcare treatment and services in accordance with all applicable federal and state laws, rules and regulations, Department of Corrections' rules, procedures, and Health Services' Bulletins (HSB's) applicable to the delivery of healthcare services in a correctional setting. In addition, CONTRACTOR shall meet all state and federal constitutional requirements, court orders, and applicable ACA Standards for Correctional healthcare (whether mandatory or non-mandatory). All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract. CONTRACTOR, the DC, and the Department shall work cooperatively to ensure service delivery in complete compliance with all such requirements. CONTRACTOR shall stand in the place of the DC for purposes of the referenced statutes. Accordingly, pursuant to Section 945.6031(2), Florida Statutes, the Facility shall be subject to comprehensive surveys by State of Florida Correctional Medical Authority (CMA) of the dental, physical, and mental health care systems at least triennially (at least once every three years). CONTRACTOR shall desig-

nate a Chief Health Officer (CHO) for the Facility who shall submit reports to the DC (and the Assistant Secretary of the Office of Health Services, as required) for all clinical matters.

5.28.4.2. Each inmate will receive a periodic health assessment as required by Office of Health Services' Health Service Bulletins (HSBs). Each inmate shall receive a health appraisal prior to being placed in confinement. Sick call shall be performed daily Monday through Friday and for emergencies on Saturdays, Sundays and Holidays. Inmates must be able to sign-up for sick call seven (7) days a week and the sick call sign-up form shall be triaged daily by healthcare staff. Inmates experiencing health care emergencies may request and shall receive emergency care at any time, if indicated, twenty-four (24) hours a day seven (7) days a week.

5.28.4.3. Inpatient hospitalization costs:

5.28.4.3.1. CONTRACTOR shall be responsible for all medical costs.

5.28.4.3.2. If, in the opinion of the on-site Chief Health Officer ("the CHO"), an inmate cannot be properly treated in the institution, the CHO shall refer the inmate to a medical facility that can provide the necessary treatment. CONTRACTOR shall be responsible for payment of all inpatient hospitalization costs.

5.28.4.3.3. CONTRACTOR shall be responsible for providing security for any inmate admitted to a hospital. CONTRACTOR shall notify the Department and the DC as soon as possible (within two (2) hours) any time an inmate is admitted to a hospital. To assist Contractor in minimizing security costs, Contractor may utilize the services available at DC's Reception and Medical Center (RMC) Hospital at Lake Butler, Florida in all appropriate cases contingent upon space availability.

5.28.4.3.4. All hospitals utilized by CONTRACTOR for the care of inmates shall be fully licensed and preferably accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHCO).

5.28.4.3.5. CONTRACTOR shall ensure that all CONTRACTOR's or sub-contracted staff providing services under this Contract complies with prevailing ethical and professional stan-

dards, and the rules, procedures and regulations mentioned above. Should any of the above laws, standards, rules or regulations, DC procedures, HSB's or directives change during the course of this Contract term, the updated version will take precedence. The Department shall provide CONTRACTOR with a copy of all DC rules, department procedures, HSB's and directives. CONTRACTOR shall comply with all applicable continuing requirements as determined by the DC's Assistant Secretary of Health Services-Administration for reports to and from the DC and the Department, Correctional Medical Authority and the On-Site Contract Monitor. To the extent required as a business associate of the Department, CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. §1320d-8), and all applicable regulations promulgated thereunder.

- 5.28.4.3.6. CONTRACTOR will be required to maintain full accreditation by the American Correctional Association (ACA) for the healthcare operational areas in all institutions in which healthcare services are provided. Failure to maintain accreditation will be considered a violation of the terms of this Contract, subjecting CONTRACTOR to an adjustment of compensation under Section 7.5 and/or the remedies set forth in Section 10 of this Contract. CONTRACTOR shall ensure that all subcontractor agreements are approved by the Department's Contract Manager and contain provisions requiring the subcontractors to comply with all applicable terms and conditions of this Contract, including fingerprint and background screening. CONTRACTOR agrees to modify its service delivery, including addition or expansion of comprehensive healthcare services in order to meet or comply with changes required by operation of law or due to changes in practice standards such as ACA standards, regulations, or as a result of any legal settlement agreement involving delivery of healthcare to inmates or related consent order or change in the DC or the Department's mission. CONTRACTOR shall ensure access to comprehensive healthcare services as required within the Scope of Service twenty-four (24) hours per day, seven (7) days a week, and three hundred sixty-

five (365) days a year.

- 5.28.4.3.7. The Department shall not provide any administrative functions or office support for CONTRACTOR (e.g., clerical assistance, office supplies, copiers, fax machines and preparation of documents). CONTRACTOR shall provide, maintain and utilize appropriate health space, fixtures and other items for CONTRACTOR's use to ensure the efficient operation of the Contract. CONTRACTOR shall also provide or arrange for waste disposal services, including medical waste disposal. CONTRACTOR shall operate the space provided in an energy efficient manner.
- 5.28.4.3.8. All supplies required to provide healthcare services shall be provided by CONTRACTOR. CONTRACTOR will have at least a thirty (30) days' supply of medical supplies upon its assumption of responsibility for service implementation at the Facility. A physical inventory of all equipment and medical supplies will also be conducted upon the expiration or termination of this Contract with appropriate credit payable to CONTRACTOR, in the event the Department chooses to purchase the existing supplies. The term "healthcare supplies" is defined as all healthcare equipment and commodity items with a unit cost of less than one thousand dollars (\$1,000).
- 5.28.4.3.9. CONTRACTOR shall utilize Department forms as specified to carry out the provisions of this Contract. The Department, in cooperation with the DC, will provide an electronic copy of each form in a format that may be duplicated for use by CONTRACTOR. CONTRACTOR shall request prior approval from the Contract Manager should he/she wish to modify format or develop additional forms.
- 5.28.4.3.10. All Florida Department of Corrections' inmates, regardless of status, must have unimpeded access to healthcare services. CONTRACTOR's healthcare staff should ensure that inmates have access to a level of care commensurate with the severity of the presenting symptomatology. If the needed level of care is not available at the institution of residence, timely referral must be made to another institution in which the necessary care is available.

5.28.4.3.11.A standardized program of routine/comprehensive, urgent and emergency healthcare is to be available to all inmates. Emphasis shall be placed on preventative healthcare practices. All treatment will be rendered in accordance with the Department of Corrections' rules, policies, procedures and Health Services Bulletins. Healthcare will be provided at a minimum constitutionally adequate level of care. This means all necessary health care will be provided either routinely, urgently or emergently as dictated by the need to resolve the healthcare issue presenting itself.

5.28.4.4. Medical Services: CONTRACTOR shall be responsible for the following: all inmate medical costs for care provided at the Facility to include emergency outpatient care, pharmaceutical services, initial intake screening for medical, dental and mental health pre-existing conditions, substance abusers treatment, medically required eyeglasses, hearing aids, and dentures; regularly scheduled chronic illness clinics conducted under the direct supervision of the CHO for the following conditions: diabetes; respiratory; cardiovascular; seizure disorder; tuberculosis preventive therapy; general medicine; immunodeficiency; and hepatitis C; an infectious disease education program for inmates which will be consistent with the DC's existing health education program for HIV and AIDS as described in Section 945.35, Florida Statutes. CONTRACTOR must follow requirements outlined in Section 945.355, Florida Statutes. All medical contacts shall be documented on the Offender Based Information System. The On-Site Contract Monitor may request a report documenting all medical contacts. The potential percentage of each medical and psychological grade, and the percentage of inmates with special needs is outlined below:

Grade	Percent	Variance*	Inmates
M1 or M2	100%	+/-1%	2,000
S1 or S2	100%	+/-1%	2,000
Wheelchair	2%	+/-1%	40
Special Needs	2%	+/-1%	40

* Variance is defined as variance of the total population at the Facility.

5.28.4.5. Inmate Co-Payment CONTRACTOR shall be responsible for collecting a medical co-payment for each inmate-initiated, non-emergency visit to

a health care provider as required by Section 945.6037, Florida Statutes. The fees collected will be retained by CONTRACTOR and the same amount will be deducted from the monthly management payment billing submitted by CONTRACTOR to the Department. All co-payments must be noted in the Offender Based Information System and accounted for in the medical record. A report of co-payments will be included with the monthly invoice. CONTRACTOR must include the cost of providing health care in its Per Diem Rate. This shall not include the revenue generated by the inmate co-payment.

5.28.4.6. Chief Health Officer (CHO): CONTRACTOR shall designate a CHO for the Facility who shall submit reports to the DC (and the Assistant Secretary of the Office of Health Services, as required) for all clinical matters. The CHO shall serve as the medical authority and shall work as a team with CONTRACTOR's administrative and clinical managers. Each CHO shall operate the clinical healthcare program in accordance with the standards set forth in this Contract, and all applicable State and Federal Laws, Rules and Regulations; DC Rules, Policies and Procedures; DC's Office Health Services Bulletins; and ACA Standards, and shall adhere to any additions or changes thereto. The CHO shall plan, implement, direct and control all clinical aspects of the institutional healthcare program and shall have direct oversight of and shall monitor the performance of all healthcare personnel rendering direct patient care. The CHO shall also provide primary healthcare services on a routine basis and meet the same standards as other CHOs in the DC. In addition, the person occupying this position must be licensed to practice medicine under Florida Statute Chapters 458 or 459 in the State of Florida "in good standing", hold a current DEA Registration Number, and must have credentials that meet or exceed the requirements of Florida Law.

5.28.4.7. Health Education Program CONTRACTOR shall implement within ninety (90) days of contract execution, subject to Department approval, an inmate health education program. To promote the health education process, informational programs shall be made available based on the requirements of Florida Statutes and assessed educational needs of the inmates. Selected topics for these programs may include but are not limited to:

5.28.4.7.1. Personal hygiene;

5.28.4.7.2. Nutrition;

- 5.28.4.7.3. Physical fitness;
- 5.28.4.7.4. Stress management;
- 5.28.4.7.5. Sexually transmitted diseases;
- 5.28.4.7.6. Chemical dependency;
- 5.28.4.7.7. Tuberculosis and other communicable diseases;
- 5.28.4.7.8. Effects of smoking;
- 5.28.4.7.9. HIV/AIDS;
- 5.28.4.7.10. Hypertension/Cardiac;
- 5.28.4.7.11. Epilepsy;
- 5.28.4.7.12. Diabetes;
- 5.28.4.7.13. Dermatology;
- 5.28.4.7.14. Rehabilitation; and
- 5.28.4.7.15. Prison Rape Elimination Act (PREA).
- 5.28.4.7.16. An infectious disease education program for inmates, which will be consistent with the DC's existing health education program for HIV and AIDS as described in Section 945.35, Florida Statutes.

5.28.4.8. Quality Management: CONTRACTOR shall establish and maintain a Clinical Quality Management program that maintains full compliance with the DC's rules and procedures and the DC's Office of Health Services Health Services Bulletins (HSB's). All required program curriculum will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the Contract Manager. Program curriculum should include information on the following:

- 5.28.4.8.1. Quality Management
- 5.28.4.8.2. Infection Reporting to the Department of Health
- 5.28.4.8.3. Infection Control Program
- 5.28.4.8.4. Medical Peer Review Committees
- 5.28.4.8.5. Clinical Risk Management Program
- 5.28.4.8.6. Mortality Review Program

CONTRACTOR will also maintain full compliance with the policies and procedures pertaining to quality assurance and quality indicators that are established by the Office of Health Services.

5.28.4.9. Health Assessment at Intake:

CONTRACTOR shall provide a proposal that ensures all inmates being admitted to the Facility are provided a comprehensive health assessment and orientation in accordance with DC's guidelines. Upon arrival at the Facility, every inmate shall receive an intake physical examination in accordance with DC Procedure 403.008 and an immediate healthcare screening by qualified healthcare nursing staff. The intake physical examination shall take place no later than seven (7) days after the inmate is received at the Facility. CONTRACTOR shall not be required to provide a health assessment for inmates admitted to the Facility from DC's reception centers, as DC will conduct and record this assessment. CONTRACTOR will review DC's assessment, which is included in the medical record for such inmates.

Each intake examination shall include, at a minimum, the following: a complete history, physical exam, designated medical necessary lab work, and any specialty follow up exams deemed appropriate. The examining physician will also prescribe any needed or appropriate medications at this time.

Each inmate will receive a transfer screening on departure from and on arrival to the Facility as well as orientation to healthcare services when newly assigned at the Facility. The inmate's healthcare records shall be reviewed on arrival for medication, emergency or urgent medical needs or any specialty follow up scheduled. This would include placement in a chronic illness clinic status if required for preventative care.

The preliminary screening shall be documented in the inmate's case file and include the following:

Inquiry into:

1. Current illness
2. Communicable diseases
3. Alcohol/chemical abuse history
4. Medications currently being taken
5. Dental status

6. Chronic health problems

Observation of:

7. State of consciousness
8. Mental status
9. Appearance
10. Conduct
11. Bodily deformities and ease of movement
12. Signs of trauma, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of drug abuse

Explanation of procedures for access to health and dental services shall be provided to inmates both orally and in writing via the Inmate Handbook. The handbook will be provided by the DC, along with additional information necessary to inform the inmate about unique Facility operations.

HSB 15.03.13 defines the procedures for assigning a medical and a work grade to inmates utilizing a physical profiling system. Each inmate is assigned to an institution according to an overall functional capacity designation indicated by a numerical designation.

An overall medical grade assignment may be made at any time an inmate has an encounter with healthcare personnel if that encounter indicates a change. On those occasions when evaluation or re-evaluation of an inmate's medical grade is appropriate, changes may only be made by a clinician, or in the case of "S" category, by a psychiatrist or psychologist. Other mental health staff may recommend appropriate changes to the Chief Health Officer (CHO).

Anatomical defects or pathological conditions will not in themselves form the sole basis for recommending assignment or work limitations. While these conditions must be given consideration when accomplishing the designation functional capacity, prognosis and the possibility of further aggravation must be considered.

- 5.28.4.10. Referrals: CONTRACTOR shall be financially responsible for all costs associated with the care of an Inmate treated by any community provider or in any community provider facility.

5.28.4.11. Staffing of Health Care Professionals:

5.28.4.11.1. CONTRACTOR shall have direct oversight, be responsible for and monitor the performance of all healthcare staff whether providing direct healthcare or performing other duties in support of the Contract.

5.28.4.11.2. CONTRACTOR shall propose a plan to provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is appropriately trained and qualified and licensed, as appropriate. Staff shall provide professional healthcare coverage twenty-four (24) hours a day, seven (7) days a week for the institution.

5.28.4.11.3. CONTRACTOR shall distribute a written job description to each member of CONTRACTOR's health care staff that clearly delineates their assigned responsibilities. The job description shall be signed by the employee and supervisor and maintained in the on-site personnel file.

5.28.4.11.4. CONTRACTOR shall annually evaluate performance of healthcare staff to ensure adequate job performance in accordance with these job descriptions and other provisions of this Contract and such performance evaluations shall be maintained in the on-site personnel files. The On-Site Contract Monitor shall be advised of any CONTRACTOR's employee who receives a less than satisfactory evaluation.

5.28.4.11.5. CONTRACTOR shall maintain personnel files on all contract employees in the healthcare unit of the institution. The records shall be made available to the On-Site Contract Monitor, and the DC's Assistant Secretary of the Office of Health Services or designee. These files shall include, but not be limited to, copies of current Florida licenses or proof of professional certification, and evaluation records and position responsibilities.

5.28.4.11.6. The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department pursuant to Section 5.41.5.3. DC employees terminated at any time by the DC for cause may not be employed or provide services under the Contract.

5.28.4.11.7. CONTRACTOR shall provide a proposed staffing plan for the health-related Sections of this Contract, including the minimum key administrative staff positions.

5.28.4.11.8. CONTRACTOR shall employ only those persons having appropriate Florida licensure and certifications. Individuals in positions that require credentials (Physicians, Advanced Registered Nurse Practitioners (ARNPs) Psychologists, Psychological Specialists and any other position that requires credentials), will be subject to a credentials review by the Department to ensure that the individual has the requisite training, experience and licensure or certification necessary to perform the duties assigned. The credentials process must meet or exceed the requirements of Florida Law. It is CONTRACTOR's responsibility to ascertain and comply with all state licensing and credentialing requirements. CONTRACTOR shall provide a certification statement on each individual to the Assistant Secretary of the DC Office of Health Services certifying that the credentials of each individual have been reviewed and he/she is certified as qualified to perform the duties assigned.

5.28.4.11.9. Fingerprints shall be taken of each employee, and subcontractor providing services under this contract. The NCIC/FCIC background checks will be reviewed by Department staff. The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department.

5.28.4.11.10. No personnel employed by this CONTRACTOR, or its subcontractors, may be a convicted felon or have relatives housed at the Facility. No personnel employed by this CONTRACTOR, or its subcontractors, who have relatives confined by or under supervision of the DC may work at the Facility without the Department's written consent.

5.28.4.12. Medical Records:

5.28.4.12.1. CONTRACTOR shall ensure that all healthcare unit staff documents each healthcare encounter in the appropriate section of the Problem-Oriented Medical Record, utilizing the SOAPE format, including specific Department of Corrections' approved forms as outlined in Department of Correc-

tions' Rules, (Chapters 33-6, 33-19, Florida Administrative Code), pertinent Health Services' Bulletins, and Florida Statutes.

5.28.4.12.2. CONTRACTOR shall ensure that each health record, including the Medication Administration Record, is complete, accurate and contains sufficient documentation to warrant the treatment rendered and that each entry is made in a timely manner. This shall include requesting, and documenting the request for all available previous medical records and composing a medical history.

5.28.4.12.3. CONTRACTOR shall ensure that all medical record procedures concerning confidentiality are followed. Medical records shall remain the property of the DC and information contained in a medical record shall not be released to anyone who is not legally authorized to receive it.

5.28.4.12.4. CONTRACTOR shall ensure that each medical record complies with the Florida Statutes, DC rules, Health Service Bulletins, the Health Record Manual, HIPAA, and other applicable laws and rules.

5.28.4.12.5. CONTRACTOR shall ensure that all logs required in medical areas are maintained in a complete, current and accurate condition. CONTRACTOR shall ensure that the weekly and monthly validations (signatures by the Chief Health Officer or CONTRACTOR's Designee) are accomplished prior to the fifth (5th) day of the following month.

5.28.4.13. Other General Health Service Requirements:

5.28.4.13.1. Routine transportation of inmates for medical visits, consultations, diagnostics studies and hospital admissions shall be the responsibility of CONTRACTOR.

5.28.4.13.2. CONTRACTOR's personnel shall establish regular meetings with representatives from the hospital and other providers to coordinate the referral of inmates. Policies and procedures shall be developed by CONTRACTOR regarding referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization and patient follow-up.

5.29. **PHYSICAL HEALTH SERVICES**

5.29.1. Chronic Illness Clinics:

5.29.1.1. Access to specialty care shall be provided through regularly scheduled chronic illness clinics and other specialty clinics as necessary, conducted under the direct supervision of the CHO as required by DC Health Services Bulletin (HSB) 15.03.05, Chronic Illness Clinic.

5.29.1.2. These clinics are to be operated and care is to be provided in accordance with the Technical Instruction. Development of programs that incorporate best practices, prevention strategies, clinical-practice improvement, clinical interventions and protocols, outcomes research, information technology, and other tools is required. The State of Florida has a disease management initiative which has been designed to promote and measure: health outcomes, improved care, reduced inpatient hospitalization, reduced emergency room visits, reduced costs, and better educated providers and patients. Since these outcomes are similarly desirous in the correctional healthcare system, CONTRACTOR shall develop, propose, and implement Disease Management programs as necessary in conjunction with the operation of chronic illness and specialty clinics. Disease Management programs shall be completed and implemented by the end of the sixth (6th) month of service delivery under this Contract.

5.29.1.3. CONTRACTOR may use, subject to availability and DC agreement, specialty clinics at the Department's Regional Medical Center (RMC) in Lake Butler for all non-emergency cases requiring specialty consultation that are beyond institutional capability. If a specialty clinic is not available or cannot be scheduled at RMC within a time determined necessary by CONTRACTOR's CHO, alternative arrangement to obtain the services shall be made locally.

5.29.1.4. CONTRACTOR shall provide regularly scheduled chronic illness clinics conducted under the direct supervision of the CHO for the following conditions:

1. Diabetes;
2. Respiratory;
3. Cardiovascular;
4. Seizure disorder;
5. Tuberculosis preventive therapy;

6. General medicine;
7. Immunodeficiency; and
8. Hepatitis C.

5.29.2. Sick Calls: CONTRACTOR will provide a proposed plan to in coordinate and cooperate with the security personnel, to administer as much healthcare as is practical to inmates housed in the confinement. This includes Sick Call. The Facility will provide appropriate facilities at the respective housing unit. Sick call shall be provided in compliance with DC Procedure 403.006.

5.29.3. Emergency Care Services:

5.29.3.1. Emergencies shall be taken to the nearest hospital (all hospitals shall provide emergency care). If an inmate needs to be transferred by air, CONTRACTOR shall use appropriate aviation assets. All ambulances utilized shall be equipped with life support systems and shall be operated by personnel trained in life support that are currently certified by the State of Florida. CONTRACTOR shall obtain documentation of State certification and keep it on file at the Facility. CONTRACTOR shall be responsible for the cost of all emergency air ambulance or land ambulance transportation.

5.29.3.2. The following service requirements shall be met to ensure that qualified emergency treatment is provided:

1. In-service education on first aid and emergency procedures.
2. Written policies and procedures concerning emergency transfer and transportation of inmates.
3. Arrangements for emergency 24 hour on-call physician coverage.
4. Coordination with security for arrangements when the emergency transfer of an inmate is indicated.
5. Cardiopulmonary Resuscitation (CPR) Basic Training for all Health Services staff and other designated departmental staff members.

5.29.4. HIV Testing CONTRACTOR shall provide testing for HIV infection under the following conditions:

1. Upon request by the inmate;
2. When there is evidence that an inmate, while at the Facility, has engaged in high-risk behavior, as established in Section 945.35, Florida Statutes, for transmitting or contracting HIV;

3. If the inmate has a positive tuberculosis skin test or active TB; or
4. Any other condition deemed medically necessary by the appropriate medical practitioner.

5.29.5. Infection Control Program. CONTRACTOR shall provide for an Infection Control Program at the Facility. The program will include, but is not limited to, concurrent surveillance of patients and staff, prevention techniques, and treatment and reporting of infections in accordance with local and state laws.

5.29.6. Special Medical Programs. CONTRACTOR shall provide a "special medical program" for inmates who require close medical supervision including chronic and convalescent care. The plan of treatment shall include directions for health care staff and correctional staff regarding their roles in the care and supervision of the inmates. The special medical program shall service a broad range of health problems including but not limited to seizure disorders, diabetes, hypertension and AIDS.

5.29.7. Optical Services.

5.29.7.1. CONTRACTOR shall provide for Optical Services, including eye examinations, performed onsite or offsite and in accordance with ACA Standards and DC Health Service Bulletins. A qualified optometrist shall examine inmates with specific complaints. Eyeglasses shall be provided at the inmate's expense unless clinically mandated by an ophthalmologist whereby CONTRACTOR is financially responsible.

5.29.7.2. Ophthalmic prosthetics clinically mandated by an Ophthalmologist and services (including prosthetics) necessary to the continued provision of needed healthcare for the inmate shall be the responsibility of CONTRACTOR. Non-clinically mandated ophthalmic prosthetics may be provided at the inmate's expense. Eyeglasses shall be obtained by CONTRACTOR, through PRIDE or as otherwise allowed pursuant to section 946.515(2) Florida Statutes.

5.29.8. Infirmiry Care and Hospitalization: CONTRACTOR shall provide Infirmiry care for inmates requiring skilled nursing care, chronic illness care, convalescent care, and all acute and chronic conditions which can be managed on-site which includes, but is not limited to the following:

5.29.8.1. 24-hour coverage, supervised on-site by a Registered Nurse;

5.29.8.2. Daily infirmiry rounds by nursing staff;

5.29.8.3. 24-hour Physician on-call coverage;

- 5.29.8.4. Physician shall conduct infirmary rounds no less than one time per day, Monday through Friday.
- 5.29.8.5. In addition, CONTRACTOR shall develop a manual of nursing care procedures and ensure that a medical record is established for each patient. All infirmary encounters by a health care provider shall be documented in the inmate's medical record.
- 5.29.8.6. If, in the opinion of the on-site CHO, the inmate cannot be properly treated at the Facility, the inmate shall be referred to a facility that can provide the necessary treatment.
- 5.29.8.7. Those inmates requiring care beyond the capability of the infirmary shall be hospitalized at a licensed community facility. Routine admission from the Facility shall be made to a hospital.
- 5.29.8.8. Recommendations for hospitalization, with the exception of emergency situations, shall require review and approval by the on-site CHO. Hospital admissions that arise from emergency situations shall be reviewed by the on-site CHO within 48 hours of admission.
- 5.29.8.9. Treatment, care or medical procedures including, but not limited to, surgery or prosthetics, initiated at the Facility, shall be completed prior to the clearance of the inmate for transfer to another DC facility, with the exception of emergency disciplinary or mental health transfers. Services may be provided at the receiving facility and billed to CONTRACTOR, or, with the approval of the DC and the Department, the inmate may be returned to the sending facility.
- 5.29.8.10. CONTRACTOR shall be responsible for all levels of care, including Secondary or Tertiary level of care, for permanent inmates assigned to the Facility.

5.30. **DENTAL HEALTH SERVICES.**

- 5.30.1. CONTRACTOR will provide inmate dental health services to conform to the DC's Dental Care Manual and the ACA Standards in accordance with:
 - 5.30.1.1. Chapter 466, Florida Statutes
 - 5.30.1.2. ACA Standards
 - 5.30.1.3. American Dental Association Standards
 - 5.30.1.4. Florida Board of Dentistry Rules
 - 5.30.1.5. Center for Disease Control Standards
 - 5.30.1.6. Occupational Safety and Health Administration Standards

5.30.2. CONTRACTOR shall provide emergency and comprehensive dental care, consistent with all applicable laws, rules, regulations and practicing standards. This includes reexamination, complete and partial dentures, crowns and bridges when indicated, operative, endodontic, periodontal and oral surgery. Prevention of dental diseases must be stressed along with oral hygiene education. CONTRACTOR shall have back-up coverage when the Facility's dentists are not available.

5.30.3. All Facility dentists shall be currently licensed in the State of Florida and be in good standing with the Florida Board of Dentistry. Copies of such licensure shall be maintained by the Facility.

5.30.4. If applicable, all dental prosthetics shall be provided by CONTRACTOR through PRIDE of Florida Dental Laboratory. Clinical oversight of the Facility's dentists shall be provided by the DC's Office of Health Services' Director of Dentistry. CONTRACTOR's provision of dental services shall include the following components:

5.30.4.1. Initial intake screening within five (5) workdays of arrival; and

5.30.4.2. Development of a dental treatment plan that includes:

1. Prioritization of needs;
2. Counseling on oral hygiene;
3. Fillings, cleaning and prosthesis; and
4. Dentistry based on preventive care and complaint-oriented care.

5.31. **MENTAL HEALTH SERVICES:** CONTRACTOR shall provide for comprehensive mental healthcare services at the Facility as set forth in its response to the ITN, attached as Exhibit H. Mental and health care services shall also comply with the ACA Standards. The provision of services shall include the following areas:

5.31.1. **General:**

5.31.1.1. All mental health care shall be provided in such a manner as to maintain the dignity of the inmate and afford him or her a reasonable degree of confidentiality. CONTRACTOR shall be responsible for the cost of laboratory expenses associated with the use of psychotropic medication. CONTRACTOR shall be responsible for the cost of psychotropic medication. CONTRACTOR will use only medications listed on the DC's formulary, unless prior authorization is obtained by DMS through the DC's Drug Exception Request process.

5.31.1.2. CONTRACTOR shall be financially responsible for the provision of mental healthcare services necessary to carry out the following service tasks:

5.31.1.2.1. Identification of those inmates experiencing disabling symptoms of adjustment, mental disorder and/or mental retardation impairing the inmate's ability to function adequately within the general inmate population.

5.31.1.2.2. Alleviation of disabling symptoms of mental disorders.

5.31.1.2.3. Assisting the inmate with mental disorder or mental retardation to maintain a level of personal and social functioning that will enable him/her to remain in or be returned to the general inmate population.

5.31.1.2.4. Provision of clinically necessary and appropriate mental health inpatient care.

5.31.2. Levels of Care

5.31.2.1. Outpatient: This refers to services provided to an inmate housed outside of an inpatient mental health unit or admitted to an infirmary for mental health reasons as distinct from a more specialized inpatient unit. Outpatient mental healthcare services include, but are not limited to, individualized service planning, case management, group and/or individual counseling, periodic psychiatric monitoring and/or treatment as determined necessary, confinement mental status evaluations, emergency evaluations and staff referrals.

5.31.3. Infirmiry Mental Health Care: This level of care must be provided and includes all behavioral and/or psychiatric emergencies such as management of the suicidal or decompensating inmate. Crisis management may require placement in an infirmary Isolation Management Room (IMR) or other specifically designated safe housing at a permanent institution for rapid assessment, close observation, and institutional based intervention. The lengths of stay in an IMR or alternative housing are specified in DC's HSB 15.05.05 and DC's Procedure 404.001 Suicide and Self-Injury Protection. The crisis may be appropriately managed at this level or may require referral and subsequent transfer to a Crisis Stabilization Unit (CSU). IMR's and Observation Cells, when indicated, are designed to provide a safe and appropriate setting for initial housing and observation of inmates who present impairment that cannot be managed on an outpatient basis.

5.31.4. Mental Health Requirements

- 5.31.4.1. All newly arriving inmates will receive a mental health screening including any medically necessary psychological testing, clinical interview, and/or mental health history psychiatric evaluation. The DC utilizes a health profiling system, which includes mental health classification. This profiling system assigns an S-grade to each inmate based on the assessed level of mental health care the inmate may require to function in various correctional settings. The S-grade is initially assigned at reception and represents the mental health professional's assessment regarding the inmate's potential or actual ability to adapt and adjust successfully to the prison environment.
- 5.31.4.2. Since the mental health program is designed to provide varying levels of care at different facilities, the assigned S-grade in part determines to which facility the offender may be transferred. Other determinants include the inmate's custody or security level, program needs, medical limitations, and potential for aggressive behavior.
- 5.31.4.3. The S-grade is assigned as follows:
1. S-1 = Inmate requires routine care or emergency care.
 2. S-2 = Inmate needs ongoing services of outpatient psychology.
 3. S-3= Inmate needs ongoing services of outpatient psychology and outpatient psychiatry. S-3 is also assigned routinely to an inmate who is determined to need psychotropic medication, even if the inmate may be exercising the right to refuse such medication.
 4. S-4 = Inmate is assigned to a Transitional Care Unit (TCU) level of care.
 5. S-5 = Inmate is assigned to a Crisis Stabilization Unit (CSU) level of care.
 6. S-6 = Inmate is assigned to acute psychiatric inpatient care at the Corrections Mental Health Institution units (CMHI units).
 7. S-9 = Inmate is in the reception process and is scheduled to be evaluated by a psychiatrist.
- 5.31.4.4. All newly arriving inmates must be oriented to mental health services at the Facility in accordance with HSB 15.05.18 Outpatient Mental Health Services and Procedure 403.008 Inmate Health Services Orientation.

- 5.31.4.5. Orientation consists of a written, easily understood explanation (available both in English and Spanish) and oral presentation of available services and instruction on accessing mental health services including consent or refusal of mental health services and confidentiality. Such orientation shall be documented on Form DC4-773 Inmate Health Education (see HSB 15.01.06). Such documentation may be included in a clinical encounter, if such encounter was held, as in the case of S-2 level and above screening.
- 5.31.4.6. Mental health clinical staff will assess a newly arriving inmate who is classified as S-2 or S-3 within the time frame and guidelines specified in HSB 15.05.18 to assess current functioning and treatment needs.
- 5.31.4.7. A newly arriving inmate who is classified as S-3 shall be continued on any current psychotropic medication and will be assessed by a psychiatric provider prior to the expiration of the current psychotropic prescription, to assess the inmate's treatment needs. Medical staff shall ensure continuity of pharmacotherapy for any newly arriving S-3 inmate until such time as the inmate can be interviewed by a psychiatrist. If the inmate does not have a psychiatric evaluation completed within the DC, or if psychotropic medication is initiated on an outpatient basis, the Form DC4-655 Psychiatric Evaluation shall be completed per HSB 15.05.19.
- 5.31.4.8. All S-2 and S-3 inmates must have a case manager assigned (with documentation in the health record) and must be interviewed within the time frames specified in HSB 15.05.18 by a psychologist, behavioral specialist (a master's or doctoral level mental health clinician who has full licensure, provisional licensure, or registered intern status as a mental health provider under Chapter 491, Florida Statutes, or has full or provisional licensure as a psychologist under Chapter 490, Florida Statutes), or RN Specialist. The interview will include a mental status examination and review of the status of problems that were the focus of attention prior to arrival. In the case of an inmate who is recently downgraded from an S-3 and above classification that is reassigned to an S-1 or S-2 institution, the inmate should be maintained as S-2 for a minimum period of two months and provided services accordingly.
- 5.31.4.9. Mental health sections of records for newly arriving inmates, whether received from a reception center or transferred from another institution, must be reviewed within eight (8) days of arrival by mental health service providers. The purposes of the record review are to:

1. Assess and prioritize treatment needs;
 2. Review the health record of the new arrival within the time specified in HSB 15.05.19 to determine the suitability of the S-grade and to determine the inmate's evaluation and/or treatment needs; and
 3. Document the record review as an incidental note, summarize the relevant history.
- 5.31.4.10. The conditions for inmate eligibility for ongoing mental health treatment and services are established in HSB 15.05.19. Ongoing mental healthcare (e.g., group and individual therapy, case management, and psychotropic medication) shall be reserved for inmates who have or are at significant risk for developing one or more of the clinical syndromes listed in HSB 15.05.19 (DSM IV-TR Axis I disorders, mental retardation, borderline personality disorder, and schizotypal personality disorder).
- 5.31.4.11. Case management services shall be provided to all S-2 and S-3 inmates who are receiving ongoing mental health services. Case management is used to describe a wide variety of actions that the case manager performs and should be identified on the Individualized Service Plan. Case Management is a service, not a treatment, for an identified problem. Case management services shall be provided in accordance with HSB 15.05.18. Inpatient case management services will be provided in accordance with HSB 15.05.05.
- 5.31.4.12. All inmates who are returned to the general population from isolation management, transitional care, or crisis stabilization shall receive case management and appropriate follow-up services in accordance with the individual assessment of clinical need.
- 5.31.4.13. Psychotherapy/counseling is considered an interactive intervention between the clinician and the patient. Individual and/or group therapy is provided according to the inmate's identified clinical needs. CONTRACTOR shall deliver therapy to best meet the inmates' identified clinical needs.
- 5.31.4.14. Express and informed consent means consent voluntarily given in writing after provision of a conscientious and sufficient explanation.
- 5.31.4.15. All inmates undergoing treatment and/or evaluation, including confinement assessments and new screenings, must have a valid Form DC4-663 Consent to Mental Health Evaluation or Treatment (see

HSB 15.05.18) executed within the past year. Inmates shall be advised of the limits of confidentiality prior to receiving any mental health services. Consent for pharmacotherapy is described in HSB 15.05.19 and shall be routinely completed by psychiatry staff. Fully informed consent for pharmacological intervention must be obtained by the psychiatrist prior to the initiation of such intervention. When admitted to an IMR, TCU or CSU, a healthcare professional shall request that the inmate give written informed consent to treatment. The inmate may refuse to consent to treatment, however, the inmate cannot refuse placement.

5.31.4.16. All inmates presenting for mental health services shall be informed of their right to refuse such services, unless services are to be delivered pursuant to a court order. If an inmate refuses treatment that is deemed necessary for his/her appropriate care and safety, such treatment may be provided without consent only under the following circumstances:

1. In an emergency situation in which there is immediate danger to the health and safety of the inmate or others. Emergency treatment may be provided at any major institution. Emergency Treatment Orders (ETO) shall be issued as indicated in HSB 15.05.19.
2. Ongoing involuntary treatment may only be provided when court ordered for inmate patients committed for treatment at a CMHI unit. The criteria for court petition for involuntary treatment at a CMHI unit are based on Section 945.43 Florida Statutes and Florida Administrative Code, Chapters 33-23 and 33-40.

5.31.4.17. When an inmate refuses mental healthcare services, such refusal shall be documented in the inmate health record. Refusals of mental health evaluation/treatment shall be documented on Form DC4-711A Refusal of Healthcare Services Affidavit. If the inmate refuses to sign Form DC4-711A, the form shall be completed and signed by the provider and another staff member who witnessed the refusal.

5.31.4.18. The limits of confidentiality are delineated on Form DC4-663 Consent to Mental Health Evaluation or Treatment. These limits must be explained to the inmate and the inmate must indicate informed consent by signing the DC4-663 prior to the provision of non-emergency mental health services.

- 5.31.4.19. Requests from outside organizations for mental health-related information about inmates will be referred to the appropriate Facility personnel. Release of any confidential health records must be accompanied by Form DC4-711B Consent for Inspection and/or Release of Confidential Information (signed by the inmate).
- 5.31.4.20. Psychological evaluations completed for the Florida Parole Commission also require a signed inmate consent.
- 5.31.4.21. Disclosures that are made by an inmate to a healthcare professional while receiving mental health services shall be considered confidential and privileged, except for the following:
1. Threats to physically harm self and others.
 2. Threats to escape or otherwise disrupt or breach the security of the institution.
 3. Information about an identifiable minor child or elderly/disabled person is the victim of physical or sexual abuse or neglect.
- 5.31.4.22. All information obtained by a mental healthcare provider shall retain its confidential status unless the inmate specifically consents to its disclosure by initialing the appropriate areas listed on the Form DC4-711B. (For example, if an inmate is undergoing a psychological evaluation for the Florida Parole Commission and is found to have a coexisting AIDS-related syndrome, be it related or not to his/her mental condition, no mention of his/her AIDS condition should be made in the psychological report unless the inmate expressly authorizes such disclosure to be made to the Florida Parole Commission by initialing B option on DC4-711B.)
- 5.31.4.23. Each inmate who receives ongoing mental health services shall have an Individualized Service Plan (ISP) developed in accordance with HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services.
- 5.31.4.24. All non-psychiatric mental health services provided must be directly supervised by the Senior Psychologist who shall assume clinical responsibility and professional accountability for the services provided. In doing so, the Senior Psychologist shall review and approve reports and test protocols as well as intervention plans and strategies. Documentation of required review and approval shall take the

form of cosigning all psychological reports, ISPs, treatment summaries, and referrals for psychiatric services and clinical consultations.

- 5.31.4.25. A minimum of one hour per week shall be devoted to direct face-to-face clinical supervision with each behavioral specialist and/or in accordance with guidelines of the Chapter 490 and 491 Boards.
- 5.31.4.26. All group treatments must have written descriptions that have been reviewed and approved by the Senior Psychologist. The group descriptions shall include purpose, participating inmates, goals, predominant therapeutic approach, curriculum outline, and inmate selection criteria. If the group has a waiting list, then the selection criteria must include means of prioritizing enrollment.
- 5.31.4.27. Mental health staff is required to track the stay of inmates in confinement so that each can be evaluated in accordance with HSB 15.05.09 and Procedure 403.003.
- 5.31.4.28. Mental health staff is required to perform rounds in each confinement unit on a weekly basis, to personally observe each inmate, and to inquire as to whether the inmate has any mental health-related problems. The observation and inquiry can be performed at the cell front, as the purpose of the encounter is not to perform in-depth assessment, but rather to determine whether an appointment should be made to do so. If problems or concerns are cited by the inmate or observed by the clinician, then an appointment must be scheduled for timely follow-up.
- 5.31.4.29. Documentation for inmates in confinement settings shall be as follows:
- 5.31.4.30. Confinement assessments shall include a mental status examination and any other formal evaluation needed to determine the inmate's suitability for continued confinement. Because of confidentiality issues, psychiatric or psychological confinement assessments should not be conducted at the cell front.
- 5.31.4.31. Segregated inmates shall be evaluated as follows:
 - 1. S-1 and S-2 inmates must be evaluated within 30 days after being placed in confinement and every 90 days thereafter.
 - 2. S-3 inmates must be evaluated within five (5) days of being placed in confinement and every 30 days thereafter. Since S-3 inmates are seen at least every 30 days as part of the treatment plan, this evaluation can be done as part of the regular case

management contact. Mental health staff should notify the classification supervisor of each inmate's mental condition as these confinement assessments are completed using Form DC4-528 Mental Status of Confinement Inmates. Notification shall indicate that the inmate is either unimpaired, receiving appropriate outpatient care, or has been referred for inpatient care. A copy of the completed DC4-528 shall be placed in the health record (Other Mental Health Related Correspondence sub-divider).

- 5.31.4.32. All facilities should use OBIS (MHS 51 Confinement Status Report) to track inmates in confinement. The OBIS printout indicates when all confinement reviews are to be scheduled and will indicate any discrepancies.
- 5.31.4.33. Every reasonable effort must be made to ensure that confined inmates receive all necessary and appropriate mental healthcare including evaluation, case management, individual therapy, group therapy, and psychotropic medication. Mental healthcare should be provided in the confinement interview room when possible.
- 5.31.4.34. CONTRACTOR will provide outpatient psychiatric consultation services in accordance with HSB 15.05.19. Outpatient psychiatric consultation for inmates assigned to S1/S2 institutions is obtained through transport versus transfer of the inmate to the nearest S-3 facility. The inmate is returned the same day of the consult, unless the psychiatrist determines that immediate admission to inpatient care is indicated. The Regional Mental Health Consultant will designate the preferred consulting facility for each particular institution.
- 5.31.4.35. Outpatient psychiatric consultation may be requested by a physician or Senior Psychologist. The Senior Psychologist or physician, in that order of availability, must give prior approval of any psychiatric consultation that is recommended by a behavioral specialist.
- 5.31.4.36. Transfer criteria and procedures are fully described in Procedure 404.003 Mental Health Transfers. All transfers shall be coordinated with the DC's OHS Transfer Coordinator in the
- 5.31.4.37. Office of Health Services. Mental health transfers for inpatient care to TCUs, CSUs, and CMHI units shall be considered either routine, urgent, or emergent (based upon clinical assessment made by the referring mental health team). All TCU referrals are routine transfers

while CSU referrals, by nature, will be considered as urgent or emergent. CMHI unit referrals are either routine or emergent.

- 5.31.4.38. During regular working hours, transfers shall be effected by completion of the E-Form DC4-656 Referral for Inpatient Mental Healthcare (the designated e-form shall be utilized) which shall be directed to the population management administrator and to the mental health transfer coordinator.
- 5.31.4.39. After regular working hours (and on weekends and holidays), transfers shall be effected by on-site medical staff who shall intervene to manage any mental health emergency according to the protocol established in Procedure 404.003.
- 5.31.4.40. Routine transfers to CMHI are initiated through a consensus reached by a CSU multidisciplinary service team which will request the institutional warden to file a petition with the court in the county where the inmate is housed.
- 5.31.4.41. Emergent transfers to CMHI units are indicated through consensus reached among the CSU multidisciplinary services team that a patient's condition has reached a level of care that cannot be provided at the institution and that only CMHI can provide the required level of care. The staff psychiatrist or the unit coordinator shall advise the warden who will need to give administrative approval of the emergency transfer request. Once warden approval is granted, CONTRACTOR shall contact the Regional Mental Health Consultant of that region who must give approval based on his/her appraisal of the inmate's clinical condition.
- 5.31.4.42. CONTRACTOR will provide self-harm prevention and mental health crisis services in accordance with Procedure 404.001.
- 5.31.4.43. CONTRACTOR staff shall be trained to recognize and immediately report warning signs for those inmates exhibiting self-injurious behavior and suicidal ideations. However, only mental health or medical staff will determine risk of self-injurious behavior, assign/discontinue suicide observation status, and make other decisions that significantly impact healthcare delivery, such as when to admit/discharge from a given level of care.
- 5.31.4.44. DC policy allows for the use of time-out, seclusion, and/or therapeutic restraints with appropriate clinical justification to manage crises and prevent suicides. Usage shall be in accordance with appropriate

laws and professional standards. The least restrictive alternative is to be used to help the inmate regain self control when such action can reasonably be expected to be effective. These procedures shall never be used as punishment, but rather to protect the emotional well being of the inmate as well as the safety of the inmate and others. Refer to HSB 15.05.10 Psychiatric Restraint.

- 5.31.4.45. Physical force may be used with a mentally disordered inmate only as a last resort when it reasonably appears that other less restrictive and intrusive alternatives are not feasible. Any use of force for the provision of mental health care must be in accordance with Procedure 602.002 Use of Force in Correctional Facilities, 602.003 Use of Electronic Immobilization Devices, Chemical Agents, Specialty Impact Munitions, Noise Flash Distraction Devices, Pepperball Launching System, and Firearms in Correctional Facilities, HSB 15.02.11 Application of Force for Medical or Mental Health Reasons and HSB/15.05.10 Psychiatric Restraint.
- 5.31.4.46. CONTRACTOR will provide sex offender screening and treatment services in accordance with HSB 15.05.03 Screening and Treatment for Sexual Disorder.
- 5.31.4.47. Mentally retarded inmates with minimal to mild impairment in ability to function within the general inmate population are assigned to institutions having impaired inmate services. Those with moderate impairment in functioning may be referred and assigned to a TCU.
- 5.31.4.48. Mental health staff shall keep track of all mentally retarded inmates so that continuity of care procedures can be undertaken at least 180 days before release (see HSB 15.05.18). Mental health services for inmates identified as mentally retarded will be provided in accordance with HSB 15.03.25., Impaired Inmate Services.
- 5.31.4.49. Inmates who reach end-of-sentence and who continue to suffer from a mental illness and present a danger to self or others may require inpatient care after release from the DC. It may be appropriate, therefore to initiate Baker Act (judicial commitment) proceedings prior to the inmate's release. Baker Act commitment proceedings may only be initiated at CMHI units or a CSU. Where appropriate, mental healthcare staff at other facilities shall immediately transfer patients who require inpatient care and are approaching end-of-sentence (EOS) to a CSU. The inpatient units shall pursue civil commitment to a mental health receiving facility in accordance with HSB

15.05.05. For emergent cases when the inmate patient may present a danger to self or others due to mental illness upon EOS and there is insufficient time for hospital commitment proceedings, the clinical staff shall initiate a 72 hour involuntary examination under the Baker Act. The inmate patient will be transported to the nearest Baker Act Receiving Facility for evaluation.

5.31.4.50. The required procedure to be followed by CONTRACTOR's staff in aftercare planning for mentally retarded inmates who will need outpatient care is as follows:

5.31.4.51. A continuity of care plan shall be developed for each mentally retarded inmate being released from the DC. Mental health staff shall track (via OBIS) the expiration of sentence of such inmates so that aftercare planning can commence not later than 180 days prior to EOS. Inmates with mental retardation shall be provided outpatient follow-up through the Agency for Persons with Disabilities (APD). The case manager will initiate referral to the appropriate APD district program office at least one hundred fifty (150) days before EOS and provide the following:

1. Name of the inmate and the community where s/he intends to reside.
2. Inmate's expected date of release.
3. Qualifying disability pursuant to Chapter 393, Florida Statutes.

5.31.4.52. The case manager shall ensure that the inmate understands how to apply for services and assists him/her in applying.

5.31.4.53. The required procedure to be followed by CONTRACTOR's staff in aftercare planning for mentally disordered (versus mentally retarded) inmates who will need outpatient care is as follows:

1. Initiate an OBIS referral to the Department of Children and Families' Circuit Aftercare Coordinator to coordinate aftercare planning with the community mental health center that will provide services to the inmate after release.
2. Obtain a signed release of information form from the inmate to the Circuit Aftercare Coordinator and the appropriate community facility.
3. Document all contacts as incidental notes on the DC4-642, Chronological Record of Outpatient Mental Healthcare and file

correspondence in the Other Mental Health Related Correspondence section of the health record.

4. Inform the inmate of his/her appointment verbally and in writing, and send a treatment summary to the community facility thirty (30) days prior to EOS. CONTRACTOR shall comply with all HSBs in providing aftercare planning for mentally disordered inmates.
- 5.31.4.54. Mental health staff is required to provide psychological evaluations for inmates referred by various program areas or by other correctional entities including the Florida Parole Commission and the Interstate Compact Office. The techniques used may vary depending on the nature of the evaluation and the referral question, but will generally require a record review and clinical interview (and may require psychological testing). Evaluations conducted for the Florida Parole Commission and the Interstate Compact Office must be reviewed by the Regional Mental Health Consultant and coordinated with designated Central Office Mental Health staff.
- 5.31.4.55. A request for input from the institutional chaplain regarding an inmate's upcoming marriage may be referred. Any input should be strictly limited to the referral question.
- 5.31.4.56. Neurological emergencies, namely epileptic seizures and acute headaches, are not to be handled by mental health services and will be referred to the institutional medical staff.
- 5.31.4.57. Hunger strikes shall first be handled as a medical concern (Procedure 403.009) for which mental health staff may be consulted. If requested, the inmates' Senior Psychologist or psychiatrist will evaluate and render an opinion on the inmate's mental health status.
- 5.31.4.58. The DC utilizes a detailed record-keeping system to document delivery of services to inmates. Accurate and complete documentation will be expected of all mental health staff. This includes appropriate filing of all inmate records. Mental health records consist of the mental health section of the health record (green cover), the psychological record jacket (Form DC-761), and a computerized system which tracks inmate specific information including mental health services for all inmates statewide, the Offender Based Information System (OBIS). All mental health personnel shall attend a three-day course on utilization of OBIS. Failure to maintain OBIS accurately and promptly by not making all required entries will be considered non-

compliance with contract terms and conditions for which breach may be declared.

- 5.31.4.59. For all appropriate mental healthcare provided, psychiatrists, psychologists, behavioral specialists, and nurses shall record all significant observations pertinent to inmate care and treatment at the time service is rendered. Chart entries are to reflect the Individualized Service Plan (ISP). An inmate's mental health record shall be reviewed each time s/he appears for a mental health encounter. The mental healthcare provider shall legibly document each entry using only a black ballpoint pen. The provider stamp shall be used following each entry. The provider stamp shall include the mental healthcare provider's name, title, and institutional identification.
- 5.31.4.60. Mental health programs in each institution shall maintain a set of logs. Details of the requirements for each log can be found in HSB 15.05.17. Logs may be maintained in written or electronic format. Failure to maintain logs as required will be considered non-compliance with contract terms and conditions for which breach may be declared.
- 5.31.4.61. There are a number of required forms that shall be utilized in delivery of mental health services at the institutions. Information regarding the types of forms and their location in the health record can be found in HSB 15.12.03. Thorough and concise documentation is an essential part of the clinical services provided to all inmates. All mental health providers shall become familiar with all forms including how to complete and to file the forms in the health record. Each entry must be legible and be dated, timed, signed, and stamped by the healthcare Provider.
- 5.31.4.62. Unless the inmate encounter is entered into OBIS by the practitioner during or immediately following the encounter, OBIS encounter forms shall be used to document all inmate encounters (and thus serve as a part of the record of care) and to track daily workload. Required OBIS entries are mandatory and must be made in a timely fashion.
- 5.31.4.63. All information entered into OBIS must correspond with the documentation recorded in the mental health record. Forms DC4-700M for Mental Health encounters and DC4-700B (male) and DC4-700C (female) for Medical encounters shall be used.

- 5.31.4.64. When an encounter form is used to document the inmate encounter, the information must be entered into OBIS within forty eight (48) hours of the inmate encounter. OBIS maintains numerous computer generated deficiency reports. CONTRACTOR shall run such reports at least weekly to identify any deficiencies in recording of information.
- 5.31.4.65. The Chronological Record of Healthcare (Form DC4-701) shall be used for documentation of outpatient medical care. "Seen in Mental Health" is usually the only entry documented on Form DC4-701 by mental health staff.
- 5.31.4.66. Every mental healthcare provider has the authority to identify and enter a mental health problem. The problem list (Form DC4-730) is to be updated on an ongoing basis as problems are identified. CONTRACTOR shall comply with HSB 15.05.11 in identifying and documenting problems. Problems that are resolved must be indicated on the problem list with date, signature, and stamp.
- 5.31.4.67. Any clinical contact with an inmate will require a progress note which shall be written in SOAP format on Form DC4-642 Chronological Record of Outpatient Mental Healthcare (sometimes referred to as mental health progress notes) and placed in the mental health section of the health record in reverse chronological order. Relevant clinical information stemming from other than a clinical encounter with the inmate, such as from contact with staff or significant others, shall be documented in an incidental note on Form DC4-642. The incidental note shall not be written in SOAP format. All progress notes whether incidental or SOAP must be dated, timed, signed, and stamped and, when indicated, cross-referenced to a specific problem from the Form DC4-730 Problem List.
- 5.31.4.68. All progress notes concerning outpatient mental healthcare, including incidental and SOAP notes, shall be made in the mental health section of the health record on Form DC4-642 Chronological Record of Outpatient Mental Healthcare.
- 5.31.4.69. Except for group therapy contacts, each clinical encounter shall be documented in SOAP format in the mental health section of the health record on Form DC4-642 Chronological Record of Outpatient Mental Healthcare as soon as possible, but not later than the date of the encounter. Group therapy contacts shall be documented with a SOAP note after the first group session, after the last group session, and on a monthly basis while the group is in progress. The monthly

SOAP note shall include the ratio of attended versus scheduled sessions, the inmate's relative participation, and his/her progress toward ISP objectives. Documentation of relevant information from sources other than a clinical encounter shall be in the form of an incidental note, also on the DC4-642.

- 5.31.4.70. The psychological record (together with the health record) shall accompany the inmate upon transfer to another institution. Mental health support staff shall retrieve the inmate psychological record and place it in an envelope, which shall then be sealed and stamped "Confidential" (which indicates that the envelope contains sensitive mental health material).
- 5.31.4.71. When an inmate reaches their end-of-sentence (EOS), the psychological record shall accompany the rest of the inmate's DC records to the DC archives repository at Reception and Medical Center. The same procedure as for institutional transfer shall be followed: the envelope should clearly indicate inmate name and number and that the information contained is confidential.
- 5.31.4.72. Staff shall routinely attempt to obtain records of past evaluation and treatment performed outside the Facility. Such attempts should be briefly documented as an incidental note, shall be filed under the Other Mental Health Related Correspondence sub-divider, and an incidental note must be written on the Form DC4-642 to document the date that each inmate request was received and answered.
- 5.31.4.73. Discontinuance of outpatient care (e.g., case management, psychotherapy, pharmacotherapy) because it is no longer clinically indicated shall be documented on the Form DC4-661 Outpatient Treatment Summary, which must be prepared within the time frame specified in HSB 15.05.11 and HSB 15.05.18. Inmate requests for mental health interviews shall be documented and filed. A stamped verification shall be placed on the Form DC4-642 by mental health support staff to document that the inmate request for interview was received, answered, and an appointment arranged.
- 5.31.4.74. Each documented contact in the mental health section made on the Form DC4-642 shall have a corresponding entry reading "Seen in Mental Health" on the Form DC4-701 located in the medical section of the healthcare record.
- 5.31.4.75. CONTRACTOR will use the DC's existing information systems (the Offender Based Information System or OBIS) to collect, store and re-

port on daily Mental Healthcare operations. This includes, but is not limited to entering data, monitoring reports and screens, and auditing data for accuracy to keep current the Offender Based Information System (OBIS) – Health Services (HS) component, plus any other DC system or component developed for Health Services or any DC system or component deemed necessary for Health Services operations. Updates in OBIS shall be entered and completed within five (5) business days of any encounter.

- 5.31.4.76. CONTRACTOR will make available appropriate personnel for training in the DC's Office Health Services' component of the Offender Based Information System (OBIS-HS). Training will be provided by the DC and will be conducted at a designated site. Personnel required to attend include the Data Entry Operators and any personnel entering or assessing data in the OBIS-HS system. CONTRACTOR is responsible for payment of travel expenses for its employees. CONTRACTOR shall ensure that all applicable employees complete this training within the first ninety (90) days of the Contract. CONTRACTOR shall be allowed an extension of time to complete the training if training is not provided by DC within the 90-day period. Arrangements for the training of new employees, as applicable, will be the responsibility of CONTRACTOR and may be arranged with assistance from the Department. Failure of CONTRACTOR to provide sufficient personnel for training is not an acceptable reason for not maintaining OBIS information. CONTRACTOR will insure OBIS is utilized and maintained per HSB 15.06.04.
- 5.31.4.77. CONTRACTOR shall comply with applicable continuing requirements as determined by the DC's Deputy Assistant Secretary of Health Services-Clinical for reports to and from the Department, Correctional Medical Authority and the On-Site Contract Monitor.
- 5.31.4.78. CONTRACTOR will provide a quarterly report listing all CONTRACTOR employed credentialed mental health providers to the On-Site Contract Monitor. This report will include the provider name, health care license type and status, job title, privileges granted, credentialing status, date started at the Facility and date no longer working at a Facility if CONTRACTOR terminated employment during the reporting period.
- 5.31.4.79. CONTRACTOR will self-monitor compliance with performance measures. CONTRACTOR shall provide one quarterly report indicating the compliance rates for each item. The report shall also note any steps

taken to correct areas of service where the compliance rate falls below the threshold. This self-monitoring report will be due to the On-Site Contract Monitor no later than twenty-one days after the end of each quarter.

5.31.4.80. The Department reserves the right to require additional reports, ad hoc reports, information pertaining to Contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates, citizens, or other parties.

5.31.4.81. CONTRACTOR shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When time is of the essence, CONTRACTOR will make every effort to answer the request as soon as possible so that the Department can respond to the authority or party making the request.

5.31.4.82. The Department and/or the DC may utilize any or all of the following monitoring methodologies in monitoring CONTRACTOR's performance under the Contract and in determining compliance with contract terms and conditions:

1. Desk review of records related to service delivery maintained at the Facility serviced by the Contract (shall include any documents and databases pertaining to the contract and may be based on all documents and data or a sampling of same whether random or statistical);
2. On-site review of records maintained at CONTRACTOR's business location, if applicable;
3. Review of grievances filed by inmates regarding CONTRACTOR's service delivery; and
4. Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies (e.g., DC, Correctional Medical Authority, American Correctional Association, Department of Health, etc.).

5.32. **PHARMACY SERVICES**

5.32.1. CONTRACTOR shall provide sufficient controls over both its contracted and employed physicians/psychiatrists to be able to ensure strict adherence to the DC's drug formulary (See Exhibit G – DC Formulary). Compliance with the DC's Drug Exception Request (DER) policy is required prior to prescribing any non-formulary medications. Subsets or restricted use of the DC's formulary that ef-

fectively limit, in any manner, the use of the DC's formulary are prohibited. Additionally, all medications shall be prescribed appropriately as indicated in the current edition of Drug Facts and Comparisons and the most recent Physicians' Desk Reference. CONTRACTOR shall not prescribe non-therapeutic doses, or change, increase or decrease medication or dosages without providing ample time for the medication to take effect as provided for in the package insert. If this occurs, CONTRACTOR will be considered non-compliant with the provisions of care in the Contract. Should there be a requirement for use of a non-therapeutic dosage or the need to prematurely change medication or dosages, there must be appropriate clinical justification documented in the chart as well as adherence to the DER process to gain approval. Practitioners' prescribing practices will be tracked monthly and reported by CONTRACTOR. Prescribing practices will also be monitored for performance measure compliance.

- 5.32.2. CONTRACTOR shall provide Pharmacy Services and such services will be performed in strict compliance with applicable Florida Statutes, Florida Board of Pharmacy Rules, Federal Drug Enforcement Administration Rules, the DC's policies and procedures and all other applicable rules and regulations referenced herein.
- 5.32.3. The Pharmacy shall be permitted to provide all pharmacy services for medication distribution at the Facility as required by Chapters 465 and 893, Florida Statutes. This may be effected by utilizing on-site pharmacies, mail order pharmacies or any pharmacy process meeting the requirements in this Section.
- 5.32.4. CONTRACTOR shall establish a Facility Pharmacy and Therapeutic Committee that shall make determinations regarding pharmacy services provided by CONTRACTOR.
- 5.32.5. CONTRACTOR shall provide coverage on-site or on-call by a licensed pharmacist 24 hours a day, 7 days a week. Each pharmacist performing services under the Contract shall be reachable by beeper or cell phone.
- 5.32.6. CONTRACTOR shall provide, furnish and supply pharmaceutical and drugs to the Facility utilizing a "unit dose" method of packaging. A unit dose system shall provide a method for the separation and identification of drugs for the individual resident or patient. Unit doses of medication to be administered by nursing staff are to be provided in a patient specific format. A medicinal drug dispensed in a unit dose system by a pharmacist shall be accompanied by labeling. The requirement will be satisfied if, to the extent not included on the label, the unit dose system indicates clearly the name of the resident or patient, the prescription number or other means utilized for readily retrieving the medication order, the directions for use, and the prescriber's name.

- 5.32.7. CONTRACTOR may provide liquid psychotropic medications in unit doses, individually labeled, with manufacturer, lot number, expiration date and date packaged listed. If CONTRACTOR utilizes pill form psychotropic medications, the necessary precautions must be taken to prevent inmate "cheeking" or other means of retaining medications without ingestion.
- 5.32.8. CONTRACTOR shall strictly comply with the DC's Formulary (Exhibit G) in all cases unless the DC approves a medication exception request.
- 5.32.9. CONTRACTOR shall provide other medications in liquid unit dose properly labeled as specified by the CHO. CONTRACTOR shall provide injectable medications as required.
- 5.32.10. CONTRACTOR shall provide hypodermic supplies to include needles and syringes and disposal containers that are tamper proof and puncture resistant. CONTRACTOR shall be responsible for appropriate disposal and/or destruction of needles and syringes with documentation. The Department suggests consulting with county and state health officials for sharps/sharps container disposal policies and procedures.
- 5.32.11. In accordance with all governing DC rules and regulations, CONTRACTOR shall provide and fill all prescriptions for inmates leaving on writ or discharge for a maximum of thirty (30) days or in sufficient quantity to complete the current prescription. In no event shall an inmate on maintenance medications be released or sent to another facility without at least seven (7) days supply of such medication. The medication should be provided to the transferring officer along with the transfer summary.
- 5.32.12. CONTRACTOR shall properly package all medications in light- and/or humidity-resistant containers as appropriate.
- 5.32.13. CONTRACTOR shall maintain copies of all prescriptions issued to inmates in a permanent file on-site for a period of three (3) years from the date of last entry in the profile record in compliance with Chapters 465.0155, 465.022 Florida Statute. This record may be a hard copy or a computerized form. Copies will be provided to the DC upon request.
- 5.32.14. CONTRACTOR shall in compliance with 465.005, 465.0155, 465.022 F.S. record and maintain all transactions with the automated pharmacy in a readily retrievable manner. The record shall be available to an authorized agent of the Department of Health or the Board of Pharmacy. The record shall include:
- 5.32.14.1. Name or identification of the patient or resident.
- 5.32.14.2. Name, strength and dosage form of the drug product released.

- 5.32.14.3. Quantity of drug released.
- 5.32.14.4. Date and time of each release of a drug.
- 5.32.14.5. Name of provider pharmacy.
- 5.32.14.6. Prescription number or order number.
- 5.32.14.7. Name of prescribing practitioner.
- 5.32.14.8. Identity of the pharmacist who approved the prescription or order. (initials printed on the label)
- 5.32.14.9. Identity of the person to whom the drug was released.
- 5.32.15. CONTRACTOR shall maintain appropriate documentation including, but not limited to, inventory records, controlled drug perpetual inventory, patient profiles and cost data for financial records. All documentation shall be made available for review by the Warden and the DC's Office of Health Services' Director of Pharmacy, or designated representatives of the Department.
- 5.32.16. CONTRACTOR shall package non-controlled, non-abusable medications in not more than a month's supply as directed by the Facility's CHO. If the quantity is larger than 120 tablets, the supply shall be dispensed not to exceed 120 tablets with appropriate refills.
- 5.32.17. CONTRACTOR shall document and maintain a medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication.
- 5.32.18. CONTRACTOR shall perform in-service training for staff according to a schedule mutually agreed upon and approved by the DC.
- 5.32.19. CONTRACTOR shall provide a licensed pharmacist to perform third party drug utilization reviews as requested by the DC's Clinical Quality Management Committee.
- 5.32.20. CONTRACTOR shall provide a licensed consultant pharmacist to conduct monthly inspections of all facility areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, storage and a periodic review of medication records. The consultant pharmacist's monthly inspection report shall be completed. One copy shall remain in the pharmacy and a second copy shall be sent to the DC's Director of Pharmacy.
- 5.32.21. CONTRACTOR shall provide a Pharmacist to serve as chairperson of the Facility's Pharmacy and Therapeutics Committee and to consult on-site and by telephone with the CHO and staff as requested.

5.33. **LABORATORY SERVICES**

- 5.33.1. CONTRACTOR shall provide Laboratory Services for all medically necessary and appropriate diagnostic laboratory procedures in accordance with the requirements set forth below:
- 5.33.2. All STAT laboratory work shall be performed at a local hospital or accredited laboratory nearest the Facility. Results shall be telephoned immediately to the requesting physician and a written report shall follow within 24 hours.
- 5.33.3. Non-urgent laboratory services may be provided to the Facility by the DC's laboratory services contracted provider or by CONTRACTOR under a written arrangement. The most cost-effective process may be utilized subject to prior Office of Health Services' approval. However, the subcontracted laboratory must be in compliance with all applicable requirements of Chapter 483, Florida Statutes, and the ACA Standards as described herein. If CONTRACTOR provides any in-house laboratory testing, it must also be in compliance with the appropriate provisions of Florida law. If only waived tests are conducted, CONTRACTOR must obtain a Certificate of Exemption from the Agency for Healthcare Administration.
- 5.33.4. Services shall include, but not be limited to:
 - 5.33.4.1. Laboratory supplies and required equipment (i.e., centrifuges).
 - 5.33.4.2. Pick-up and delivery on a daily basis, or as needed Monday through Friday.
 - 5.33.4.3. Printer installed at the Facility, to provide test results (FACSIMILE NOT ACCEPTABLE).
 - 5.33.4.4. Immediate telephone contact with written reporting capability within 24 hours.
- 5.33.5. CONTRACTOR will provide a physician/ARNP who shall check, initial and date all laboratory results within an appropriate time, not to exceed 24-hours (weekends excluded) to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results. In the event that the laboratory report and the clinical condition of the patient do not appear to correlate, it shall be the responsibility of the physician to make a clinical assessment, and to provide appropriate follow-up, which shall include reordering of the lab tests.

5.34. **RADIOLOGY SERVICES**

- 5.34.1. CONTRACTOR shall provide Radiology Services for all medically necessary and appropriate diagnostic X-ray procedures. All services shall be provided in accor-

dance with applicable state and local regulations for equipment and personnel licensure.

5.34.2. CONTRACTOR shall ensure that X-ray films are read by a radiologist. The radiologist shall call the Facility CHO/ARNP with any report requiring immediate intervention. CONTRACTOR shall ensure that a written report, on the appropriate DC form, is forwarded as required. All emergency X-rays that are required at times other than normal working hours shall be performed at a local facility. A physician shall review, initial and date all X-ray reports within a

5.35. INMATE PROGRAMMATIC SERVICES

5.35.1. CONTRACTOR shall provide programmatic services as set forth in its revised response to the ITN. (See Exhibit H). CONTRACTOR shall provide evidence-based programs that have the objective of reducing recidivism by assuring the successful reintegration of the inmates back into society upon release from incarceration. Such services shall be initiated upon the Service Commencement Date, that will be maintained continuously and will be certified by the appropriate governing agency(ies). Teachers' and instructors' credentials must meet or exceed all applicable requirements of Florida Law. The inmate participation requirements set forth in CONTRACTOR's revised proposal shall be reevaluated annually and adjusted as necessary by mutual agreement of the parties through an addendum to the Contract. Any reduction in inmate participation requirements shall be accompanied by a corresponding reduction of the Per Diem Rate.

5.35.2. All programs shall be evidence based and shown through current research to successfully reduce recidivism. Evidence-based interventions and practices have been independently evaluated using sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition and appropriate analysis. Such studies should provide evidence of statistically significant positive effects of adequate effect size and duration for the intended population. In addition, there will be evidence that replication by different implementation teams at different sites is possible with the same positive outcomes. Some interventions and practices meet some, but not all of the above criteria, and pending further research, may be considered "promising". All programs should address specific issues, tasks and skills to be mastered at each stage, to include, but not be limited to, developing job skills, addressing educational deficiencies, addressing denial and to confront the consequences of their substance abuse; identifying self-defeating thoughts and patterns of behavior, learning coping and stress management skills, and developing and identification with a crime-free lifestyle; altering self-defeating thoughts and behavioral patterns, and acknowledging personal responsibilities. Reintegration involves programs targeted at providing inmates the tools to effectively reenter

society and become productive members of our communities. Programming should involve a comprehensive case management approach, and assist offenders in a variety of needs. These needs can include drug treatment, vocational training, educational enhancement, and life skills. Many of the inmates sent to the facility will have a substance abuse history and a significant need for treatment. The substance abuse programs offered by the vendor should be the equivalent to the programs offered by the DC. Each inmate shall have a reentry plan to include a comprehensive assessment of the inmate's needs and how these needs will be met with the facilities programming. This plan will be kept in the inmate's file and reviewed twice yearly with the review documented.

- 5.35.3. In addition, CONTRACTOR may utilize volunteers for programs that will contribute to leisure time, religious educational programs, or that in CONTRACTOR's judgment may contribute to inmates' adjustment in the Facility or upon release. Volunteers shall be screened according to the established DC policy. CONTRACTORS shall develop their own volunteer policy for review by the evaluation committee. All required plans will be reviewed annually and updated as needed. Documentation of review will be provided annually to the On-Site Contract Monitor. Changes to plan require written permission by the Contract Manager.
- 5.35.4. All inmate programs are subject to reporting requirements of the state and federal government. All programs must be offered on a continuous basis. Teacher/instructor ratios are to be in accordance with best practices to accomplish this goal, and once approved are subject to the vacant positions requirements of the Contract. CONTRACTOR shall propose, achieve and maintain performance measures and goals, for these programs as stated in the ITN and Contract and shall provide the Department with a monthly status report indicating whether the programs' goals have been met or the reason why the goals have not been met. This report shall include the number of GED certificates earned, number of vocational programs completed, number of reentry plans completed and reviewed, and/or other information as developed by the Department or the On-Site Contract Monitor.
- 5.35.5. Types of program services to be provided include, but are not limited to the following:
 - 5.35.5.1. Education Programs in compliance with the ACA Standards shall be provided to the inmate population as follows (based on current capacity):

Facility Population	Per Diem	Programming Requirements		
2,000	\$0.23	Academic	160	8%
	\$0.13	Behavioral	160	8%
	\$0.21	Vocational	240	12%
	\$0.13	Substance Abuse	160	8%
		Total		720

At all times during the course of the contract, CONTRACTOR agrees to maintain inmate participation in behavioral, academic, vocational, and substance abuse programs at the Facility at the participation percentage level identified above.

Education Programs shall be in compliance with the ACA Standards. "Participating" shall mean "the inmate is actively attending specified program." CONTRACTOR'S Programmatic Services Plan will include the proposed number of programming slots and whether a program will be offered on a full-time or part-time basis. For purposes of this Section 5.35.5.1., "full-time" shall mean four to six hours per day, and "part-time" shall mean one to three hours per day.

For example, assume a correctional facility currently has a maximum occupancy of 1,000 inmates and currently 200 inmates per day, Monday through Friday, barring recognized holidays, are enrolled in and participate in programs offered by CONTRACTOR. The facility undergoes an expansion that results in the facility having a maximum occupancy of 1,200 inmates. Under the Contract provision, the CONTRACTOR would now have to maintain inmate enrollment and participation in such programs at 240 inmates per day, Monday through Friday, barring recognized holidays.

If inmates in the facility cannot participate in the programs identified in this Section because they are not eligible, do not participate in such programs because they refuse to participate or do not complete the programs for which they are enrolled and have participated in, the CONTRACTOR shall provide this information to the On-Site Contract Monitor. With regard to inmate enrollment, participation, and completion in the programs at issue and the need to accurately account for inmate participation and completion in these programs, the Report will account for inmate program participation and completion and shall at a minimum provide information that includes the inmate's name, the inmate's DC Number, and a description of the ineligibility of the inmate to participate in or the inability to complete the program(s) or the facts surrounding the inmate's refusal to partici-

pate. Further, it is understood that inmates who are enrolled in and are actively attending a program may have occasional absences due to legitimate reasons including, but not limited to, health reasons, court appearances, recognized holidays, etc. Such absences shall be noted in the Report.

The information provided by the CONTRACTOR to the On-Site Contract Manager regarding inmate participation in and completion of these programs shall be provided in sufficient detail to enable the Department to appropriately audit and monitor the CONTRACTOR's compliance with this provision.

Inmate eligibility to participate in such programs shall ultimately be determined by criteria established by DC.

5.35.5.2. Vocational Programs that are specialized to meet current needs of the Facility and or the DC will be provided by the CONTRACTOR. The vocational program will be designed to impart knowledge and develop skills that are essential for success in meeting the needs of the inmates, the Facility and/or the DC, with adequate experience to enable the inmate to obtain employment upon release. Actual work-based projects are to be included in the learning activities. Vocational programs must have specific performance measures: number enrolled, number participated, number completed, number certified, etc., with the goal of placing as many inmates as feasible in apprentice-type job programs to benefit the State and maintain security in the Facility. The custody level of the inmate is to be a consideration in establishing and assigning inmates to vocational programs. The program may include subcontractors to accomplish the program goals. Programs should be in areas recommended as a 'workforce need' as established by the Department of Labor or the Agency for Workforce Innovation. The DMS suggests that CONTRACTORS review DC's Career & Technical (CTE) Course List.

Vocational programs shall include one or more of the following subjects:

- 5.35.5.2.1. Commercial Driver's License (CDL);
- 5.35.5.2.2. Commercial Foods;
- 5.35.5.2.3. Culinary Arts;
- 5.35.5.2.4. Environmental Services;
- 5.35.5.2.5. Nursery Management;

- 5.35.5.2.6. PC Support; and
- 5.35.5.2.7. Tile Setting
- 5.35.5.2.8. Carpentry
- 5.35.5.2.9. Heating, Ventilation, Air Conditioning and Refrigeration (HVAC)

Additional subjects may be approved by the Department upon request and review.

Academic Programs shall include the following subjects:

- 5.35.5.2.9.1. Literacy;
- 5.35.5.2.9.2. Adult Basic Education I-IV;
- 5.35.5.2.9.3. Pre-GED; and
- 5.35.5.2.9.4. GED classes
- 5.35.5.2.9.5. Post Secondary Programs

Additional subjects may be approved by the Department upon request and review.

- 5.35.5.3. Release Preparation or Pre-Release classes or seminars emphasizing resources in the community to aid in transition. These resources should include information on obtaining birth certificates, copies of social security cards, obtaining a driver's license or photo identification card, applying for food stamps, workforce services, child support issues, etc.
- 5.35.5.4. Intervention classes to offenders with violent histories at a minimum of two (2) times per year, and more often if the population turnover warrants. These classes may be included with Life Management skills classes. Cognitive behavior and self-help programs are encouraged.
- 5.35.5.5. Religious Services shall be made available to all inmates who wish to participate in accordance with the ACA Standards and the United States Constitution. Services may be provided by a Chaplain(s) hired by CONTRACTOR, or by qualified volunteers. If CONTRACTOR chooses to depend upon volunteer services and said services prove to be inadequate to meet the needs of the inmates as determined by the Department, then CONTRACTOR shall hire one or more Chaplains at no additional changes in the Per Diem Rate.

- 5.35.5.6. Organized weekly religious services shall be offered. Volunteers from the community may be utilized to assist in offering a variety of religious programs. Religious activities must be afforded in accordance with applicable federal and state laws. Pastoral qualifications of employees or volunteers in this program must meet the minimum qualifications required by the DC.
- 5.35.5.7. Wellness Program which includes indoor and outdoor recreation and leisure time programs for the inmates in compliance with the applicable and corresponding Constitutional standards and the ACA Standards.
- 5.35.5.8. Substance Education and Treatment Program that (i) provides individual and group counseling for inmates, (ii) is a treatment program designed to reduce substance use and abuse, and (iii) is normed for the population of the Facility.
- 5.35.5.9. Self Help Programs that provide individual and group counseling for inmates as set forth below and that comply with ACA Standards.
- 5.35.5.9.1. Alcoholics Anonymous
- 5.35.5.9.2. Narcotics Anonymous
- 5.35.5.9.3. Tobacco Cessation
- 5.35.5.10. Program Vacancies: It is understood and agreed that from time to time a vacancy may occur in a program slot required by this Section. For purposes of this Contract, a vacant slot occurs when the inmate assigned to the program has transferred, refused to participate, has deceased, or is reassigned to another program. A vacant slot also includes an inmate assigned to the program but due to his circumstances cannot benefit from the programming. Examples include providing transition services to an inmate serving a life sentence with no possibility of parole, or providing pharmacy technician training to an inmate with an extensive criminal history of drug abuse. A vacancy does not occur when an inmate is temporarily absent due to illness, classification appointments, or other temporary leave conditions. In the case of a vacancy, CONTRACTOR may arrange for the service to be provided to another inmate, so long as the service is provided to an inmate with standing to benefit from the program.
- CONTRACTOR agrees to exercise due diligence to attempt to fill any vacant programming slots immediately upon the date which the slot becomes vacant. If CONTRACTOR anticipates a problem in filling a va-

cant slot, CONTRACTOR must request a waiver from the Department. The request shall be submitted to the Contract Manager through the Department's On-Site Contract Monitor. The Department shall respond to any such request within three (3) working days.

As long as CONTRACTOR has exercised and continues to exercise due diligence to fill a programming slot, the fact that the slot remains open shall not constitute an Event of Default, but if CONTRACTOR has less than the required number of inmates participating in programming for more than the thirty (30) day allowance, adjustments due to partial performance may be assessed pursuant to Section 7.5.3.

5.36. **PROGRAMMATIC SERVICES PLAN.**

5.36.1. All programs described in CONTRACTOR's Programmatic Services Plan must be offered on a continuous and continual basis. Teacher/instructor ratios are to be reasonable to accomplish the goal, and, once approved, are subject to the vacant positions requirements of the Contract. CONTRACTOR shall achieve and maintain performance measures for these programs indicating whether the programs' goals have been met and, if applicable, the reason why the goals have not been met. CONTRACTOR will report the daily participation for all programs to the On-Site Contract Monitor on a weekly basis. CONTRACTOR shall retain the sign-in sheets for the attendance rosters in each program, and complete the documentation of hours and course completions in OBIS. All programs are subject to reporting requirements of the state and federal government.

5.36.2. Performance Measures and Deliverables. CONTRACTOR shall compile these reports semi-annually and forward them to the On-Site Contract Monitor no later than the first (1st) day of the eighth (8th) month following each six-month reporting period. The measures and deliverables described below will be delivered to the On-Site Contract Monitor no later than February 1 and August 1 each year:

5.36.2.1. Individual Program Plans – Percentage completed on newly arriving inmates. *The number of inmates arriving at the Facility within the six-month reporting period, divided by all inmates who have had an IPP completed.*

5.36.2.2. Academic (As set forth in CONTRACTOR'S ITN Response, Exhibit H. Examples include ABE, Pre-GED, and GED classes)

1. Percentage of inmates enrolled in GED class obtaining a GED certificate within six months. *The number of inmates obtaining GED certificates within six months of enrolling in a Pre-GED and/or GED course, divided by all inmates who have enrolled in*

Pre-GED and GED classes.

2. Percent of inmates who successfully complete GED programs. *The number of inmates completing GED courses divided by all inmates who have enrolled in GED classes*
3. Percentage of inmates passing the GED test. *The number of inmates obtaining GED certificates divided by all inmates who have taken all subtests of the official GED exam.*
4. Percent of inmates completing mandatory literacy programs (MLP) who score at or above 6th grade level on their next Test of Adult Basic Education (TABE). The MLP is a 150-hour program that is a legislative mandate for applicable offenders as outlined in F.S. 944.801(i). The highest priority for inmate participation is focused on youthful offenders and inmates nearing release. *Inmates who completed the literacy program with at least a 6th grade level on TABE test divided by all inmates completing the literacy program during the time period.*
5. Percent of inmates who successfully complete mandatory literacy programs. *Number of inmates successfully completing literacy programs divided by all inmates enrolled in the literacy program during the time period.*
6. Percent of inmates enrolled in academic programs that have an expected release date within five years. *Number of inmates who are currently enrolled in academic programs and have an expected release date within five years divided by the total number of inmates enrolled in academic programs.*

5.36.2.3. Vocational (As set forth in CONTRACTOR'S ITN Response, Exhibit H. Examples include Commercial Vehicle Driving, HVAC, Personal Computer Support Services, Culinary Arts/Institutional Cooking, and Landscaping)

1. Percent of inmates who successfully complete vocational education programs at the highest level of certification available at the facility. *Number of inmates successfully completing vocational programs divided by all inmates exiting vocational programming.*
2. Average number of occupational completion points (or equivalent) earned by inmates enrolled in vocational programming. *Completion points are established by the*

Department of Education for vocational programs. They are the generally accepted measures of a set of knowledge that a student should have obtained during the class. This measure is the number of completion points obtained divided by the number of inmates enrolled in vocational programming.

3. *Percent of inmates enrolled in vocational programs that have an expected release date within three years. Number of inmates who are currently enrolled in vocational programs and have an expected release date within three years divided by all inmates enrolled in vocational programs.*

5.36.2.4. Substance Abuse (As set forth in CONTRACTOR'S ITN Response, Exhibit H. Examples include Psycho-Educational Classes, Reactive and Preventive Counseling and Cognitive-Behavior Treatment)

1. *At least 90% of inmates enrolled in substance abuse treatment programs will be assigned in accordance with the Priority Ranking Report and deemed to be most in need of treatment. Number of inmates assigned to substance abuse treatment and who were designated to be most in need of substance abuse treatment according to the Priority Ranking Reported divided by the total number of inmates assigned to the substance abuse treatment.*
2. *At least 60% of inmates enrolled in substance abuse treatment programs will successfully complete Drug Abuse Education/Treatment programs. Number of inmates assigned to drug abuse education/treatment who successfully completed the program divided by the number of all inmates exiting drug abuse education/treatment programs. Inmates who are administratively transferred out of the Facility by the State shall be excluded from this calculation.*
3. *Percentage of random inmate drug tests that are negative for inmates in Drug Abuse Education/Treatment programs. Number of negative tests for inmates enrolled in substance abuse treatment programs divided by total number of tests for inmates enrolled in substance abuse treatment programs.*
4. *Percentage of random inmate drug tests that are negative for inmates not participating in Drug Abuse Education /Treatment programs. Number of negative tests for inmates not enrolled in substance abuse treatment programs divided by total number of*

tests for inmates not enrolled in substance abuse treatment programs.

5.36.2.5. Behavioral (As set forth in CONTRACTOR'S ITN Response, Exhibit H. Examples include Transition, Life Skills, and Cognitive-Behavioral Programming)

1. Percentage of inmates receiving major disciplinary reports who have completed behavioral modification/intervention courses. *Number of major disciplinary reports for inmates who have not completed behavioral programming divided by total number of major disciplinary reports.*
2. Percentage of inmates with employment documents (social security card, birth certificate, state identification, etc.) prior to release. *Number of released inmates who have employment documents divided by total number of released inmates.*
3. Percentage of transition plans completed for inmates released from prison. *Number of released inmates who have completed transition plans divided by total number of released inmates.*
4. Percentage of release plans completed for inmates released from prison. *Number of released inmates who have release plans divided by total number of released inmates.*

5.37. **INMATE LAUNDRY AND CLOTHING.** CONTRACTOR will furnish uniforms, including shoes, for inmates that will be properly sized and fitted, climatically suitable, durable and presentable. CONTRACTOR will comply with DC's Notice of Instruction 1-071 "Inmate Health and Comfort Items – Issuance." CONTRACTOR will provide laundry services and clothing in compliance with the applicable and corresponding Constitutional standards and the ACA Standards to include, but not be limited to the following:

- 5.37.1. Regular changes of clothing;
- 5.37.2. Toothbrush & toothpaste;
- 5.37.3. Disposable razor (except where prohibited);
- 5.37.4. Bath soap;
- 5.37.5. Toilet paper;
- 5.37.6. Specialized clothing for inmates who are involved in activities such as food service, maintenance; and
- 5.37.7. Clean bedding and linen.

- 5.38. **INMATE COMPENSATION.** Some inmates employed in selected jobs are paid for their labor. Wages should be deposited to the inmate's account and a portion of earnings be returned to the State to offset part of the cost of incarceration. Distribution of inmate earnings will continue to accrue to either the inmate or the State and CONTRACTOR will have no claim to any part of inmates' earnings. CONTRACTOR shall comply with Florida Statutes regarding inmate earnings distribution.
- 5.39. **LIBRARY.**
- 5.39.1. CONTRACTOR shall provide an inmate law library in compliance with the Florida Administrative Code 33-501.301, DC's Policy 501.301, and ACA Standards. The institution librarians shall conduct an annual inventory of their collections and report any missing items. This report will be submitted to the DC's Library Services Administrator and the On-Site Contract Monitor. This yearly report for the law library will include a list of missing items and a list of items on the shelf that are not included on the inventory form. The yearly report is due by July 15 annually. The monthly law library report from the Facility shall include the number of library requests, number of requests completed, number of requests denied, number of library visits in confinement, days and hours the law library was open to inmate use, circulation of law library materials, volume of legal services provided to inmates, number of assigned inmate law clerks, and legal materials added to the law library collection during the month. Library reports will be submitted monthly to the On-Site Contract Monitor and the DC per DC Procedure 501.301. The Law Library at the Facility will be designated as a major collection. This report will be submitted by the tenth (10th) day of each calendar month for the previous month's activities. A "Law Library Report for Major and Minor Collections," DC5-147, and "Monthly Accession Report for Law Library Collections," DC5-145, will be used to submit the monthly report for the law library.
- 5.39.2. CONTRACTOR will provide a general library for inmate use. A monthly report in compliance with DC policy 501.310 will be submitted monthly to the DC's Library Services Administrator and the On-Site Contract Monitor. This report will include total operating time, circulation and usage by inmates and staff, educational/informational programming, and library collections. A "General Library Report," DC5-144, will be used to submit the monthly report of the general library usage.
- 5.40. **ACCESS TO COURTS.** CONTRACTOR shall provide inmates access to courts in compliance with the ACA Standards and the United States Constitution.

5.41. **STAFFING REQUIREMENTS.**

5.41.1. CONTRACTOR shall provide sufficient, qualified personnel to oversee and carry out the required operations of the Facility as specified by DC's policies and procedures and in accordance with ACA Standards. CONTRACTOR shall maintain a file containing job descriptions for each position contained within the staffing pattern. All security posts will have a post order with sufficient detail to ensure the security person filling the position can accomplish all tasks. Job descriptions will be reviewed annually. Documentation of review and any suggested revisions will be submitted to the On-Site Contract Monitor with all revisions being approved by the Contract Manager. CONTRACTOR will provide updated information on the Automated Training Management System (ATMS). All terminations for cause will have appropriate comments added to the termination reason in the ATMS Correctional officer certification standards are established by the Florida Department of Law Enforcement, which oversees several academies across the state. Please contact the appropriate academy for their costs and application process. For a list of certified criminal justice training facilities please see the following webpage: http://www.fdle.state.fl.us/cjst/Training_Resources/training_centers.html.

5.41.2. Equal Employment Opportunity: CONTRACTOR shall provide written procedures on equal opportunity practices relating to recruitment, examination, appointment, training, promotion, demotion, compensation, retention, discipline, separation, or other employment practices. Recruitment and selection shall be done without regard to age, race, color, sex, religious creed, national origin, political opinions, or affiliations, marital status or handicap, except when such requirement constitutes a bonafide occupational qualification necessary to perform the tasks associated with the position. CONTRACTOR is responsible for maintaining records as required by the federal Equal Opportunity Act.

5.41.3. Vacancies:

5.41.3.1. It is understood and agreed that from time to time a vacancy may occur in staff positions required by the staffing pattern. For purposes of this Contract, a vacant position is defined to occur when the employee assigned to that position has resigned, been terminated, or is reassigned to another position. A vacant position also includes a staff position that is filled with a person who does not possess the training, licensure or credentials required to perform the function. A vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition such as training. A vacancy also does not occur when a non-inmate-contact position is

filled with a person on FDLE temporary employment authorization. In the case of a vacancy, CONTRACTOR may arrange for the services to be provided by another appropriately qualified employee, subject to the overtime restrictions in Sections 5.25.7.6 and 6.3.4, so long as the service is actually provided on the shift or during the hours.

- 5.41.3.2. CONTRACTOR agrees to exercise due diligence to attempt to fill any vacant security or non-security positions within thirty-five (35) days after the date upon which the position becomes vacant. If CONTRACTOR anticipates a problem in filling a vacant position within the thirty-five (35) day allowance, CONTRACTOR must request a waiver from the Department, to be reviewed on a case-by-case basis to fill a position with contracted staff. The request shall be submitted to the Contract Manager and the Department's On-Site Contract Monitor. The Department shall respond to any such request within three (3) working days. Positions not filled with permanent employees or contracted staff will incur vacancy deductions until the position is filled. A list of vacant positions along with position control documentation must be provided to the Department's On-Site Contract Monitor to be included on the monthly vacancy report submitted to the Department. Where contracted staff is utilized, CONTRACTOR must submit the invoice relative to payment for such contracted staff, reflecting dates of service and costs, to the Department's On-Site Contract Monitor along with the position control documentation. CONTRACTOR shall also submit documentation of any use of overtime to fill vacant positions after the specified times. The Department shall adjust the Management Payment under Section 7.1 accordingly. This adjustment shall not be considered or construed as a penalty or a form of damages, but as a withholding of payment for a service not provided.
- 5.41.3.3. As long as CONTRACTOR has exercised and continues to exercise due diligence to fill a position, the fact that the position remains vacant shall not constitute an Event of Default; but if CONTRACTOR has less than the required number of employees for more than the specified time, deductions for vacancies will be made from the monthly per diem paid by the Department using the 365-day method inclusive of benefits, until such time as the position is filled permanently or with contracted staff.
- 5.41.3.4. These deductions will be based on the minimum salary level of the staff member's position as established in Exhibit B, to be provided by the CONTRACTOR. Exhibit B also includes all positions, corresponding

job codes, minimum and maximum salary levels, level of education, and whether certification is required for the position.

5.41.3.5. The time taken by the Department to approve personnel to work under the Contract will not be included in deductions from the vacancy allowances. Currently, the turnaround time for receiving reports from FDLE is less than two days. The Department's turnaround time depends on several factors. If the reports contain no negative information, CONTRACTOR will be notified the same day the report is read. However, if there is negative information, CONTRACTOR will be contacted the same day with a request for additional information. Time taken by the CONTRACTOR to obtain additional information in response to an FDLE report containing negative information will be included in deductions from the vacancy allowances. CONTRACTOR shall contact the applicant and request that this information be sent to CONTRACTOR. CONTRACTOR, in turn, can fax or email the requested documentation to the Department. Within one (1) to two (2) business days of receiving the documentation from CONTRACTOR, the Committee meets to decide employment eligibility and make a recommendation to the Contract Manager. CONTRACTOR will be notified the same day the Department makes its final determination by the Contract Manager.

5.41.4. Staff Health Requirements: CONTRACTOR shall have all staff tested annually for Tuberculosis, and inoculated for Hepatitis B per the DC's Blood Borne Pathogens Manual and applicable ACA Standards.

5.41.5. Minimum Required Staffing Positions: As provided by ACA.

5.41.5.1. Staffing Qualifications: All required personnel documentation including certifications shall be maintained at the Facility. This documentation shall be made available to the On-Site Contract Monitor upon request.

5.41.5.2. Staff Conduct: CONTRACTOR shall ensure that all staff adheres to the following requirements for conduct:

5.41.5.2.1. CONTRACTOR or staff shall not display favoritism to or preferential treatment of, one inmate or group of inmates over another.

5.41.5.2.2. CONTRACTOR or staff shall not display any favoritism or preferential treatment to family, friends of employees or inmate family members.

- 5.41.5.2.3. CONTRACTOR or staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- 5.41.5.2.4. Unless approved in writing by the Contract Manager, CONTRACTOR or staff shall have no outside contact (other than incidental contact) with an inmate residing or formerly residing at the Facility or their family or close associates, except for those activities which are approved as part of the Contract and part of the employee's job description. Any violation of this clause may be terms for dismissal.
- 5.41.5.2.5. CONTRACTOR or staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon CONTRACTOR or the Department or the DC. In providing services pursuant to this Contract, CONTRACTOR shall ensure that their employees avoid both misconduct and the appearance of misconduct. If an employee is arrested, CONTRACTOR will notify the On-Site Contract Monitor immediately. The employee will be responsible for providing the probable cause affidavit of the arrest to the Human Resource Personnel who will forward it to the On-Site Contract Monitor who will forward it to the Department. The Personnel Review Committee will meet within three (3) days to determine whether employee may continue reporting for duty at the Facility. During this time, the employee may not perform work under this Contract; provided, however, that employees with a misdemeanor arrest not involving violence may be permitted to work under the Contract pending the Personnel Review Committee decision. The Department will make the final determination of whether employee will be permitted to continue to work under the Contract.
- 5.41.5.2.6. Any violation or attempted violation of the restrictions referred to in this Section regarding employee conduct shall be reported by phone and in writing to the Contract Manager and the Warden, including proposed corrective action to be taken by CONTRACTOR. Any failure to report a violation or take appropriate disciplinary action against

the offending party or parties shall subject CONTRACTOR to appropriate action, up to and including termination of this Contract.

5.41.5.2.7. CONTRACTOR shall report any violations detailed above and any other incident requiring investigation by CONTRACTOR in writing to the Contract Manager within 24 hours of CONTRACTOR's knowledge of the incident.

5.41.5.2.8. CONTRACTOR shall provide their employees with a copy of these standards of employee conduct and document receipt of such notification in the employee's personnel file.

5.41.5.3. Criminal History Check:

5.41.5.3.1. In accordance with Section 110.1127, Florida Statutes "Each employing agency shall designate those employee positions that, because of the special trust or responsibility or sensitive location of those positions, require that persons occupying those positions be subject to a security background check, including fingerprinting, as a condition of employment." The operation of a correctional facility is a highly important and highly sensitive function of state government. The integrity, safety, and security of a correctional facility are dependent upon the integrity, responsibility, and reliability of its staff. Therefore, the DMS requires all individuals seeking employment at private correctional facilities to submit fingerprints for a background investigation to be conducted to determine eligibility for employment. This will include all subcontractors working near inmates or on the compound in any capacity. Fees associated with the background checks will be CONTRACTOR's responsibility. Currently, the turnaround time for receiving reports from FDLE is less than two days. DMS' turnaround time depends on several factors. If the reports contain no history of criminal activity/arrests, the CONTRACTOR is notified the same day the report is reviewed. However, if there is a history of criminal activity/arrests, the Facility is contacted the same day with a request for additional information. The CONTRACTOR shall contact the applicant and request that this information be sent to the Facility. The CONTRACTOR, in turn,

can fax, scan or email the requested documentation to the Department. Within one (1) to two (2) business days of receiving the documentation from the Facility, the Committee meets to decide employment eligibility and make a recommendation to the Contract Manager. CONTRACTOR will be notified the same day the Department makes its final determination by the Contract Manager.

- 5.41.5.3.2. As part of the pre-employment criminal history check, CONTRACTOR shall subject its officers, employees or agents, and any subcontractor or subcontracted staff performing operational and/or management services at the Facility, at CONTRACTOR's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) criminal history check. Random criminal history checks may be conducted at any time during the contract period. In order to carry out this criminal history check, CONTRACTOR shall submit to the Department, prior to commencing services and upon request, the following data for any individual CONTRACTOR or subcontractor's staff assigned to the contract: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The Department has full discretion to require CONTRACTOR to disqualify, prevent, or remove any staff from any work under the Contract. The Department is under no obligation to inform CONTRACTOR of the records check findings or the criteria for disqualification or removal. All name changes will be sent to the On-Site Contract Monitor as well as the Department and noted on the Position Control Logs monthly.
- 5.41.5.3.3. CONTRACTOR shall screen all potential employees through referral, employment and background checks prior to the individual providing services, care, custody, control or supervision to inmates as directed by this Contract. This screening shall include but not be limited to employment history, academic/vocational achievement, references, organizational affiliations and any certifications or licensures. CONTRACTOR will not hire an employee who has close friends or family members under

the care, custody or control of the Department of Corrections at the Facility without permission, in writing, by the Contract Manager.

5.41.5.3.4. CONTRACTOR shall require that all current, potential employees, and subcontractors provide the details of any and all criminal activity, including official court information, involving felonies or first degree misdemeanor charges to the Department. The employee must provide all court disposition documentation showing that all court obligations have been satisfied to the Department for employment eligibility determination. CONTRACTOR will not employ any person who has not been approved by the Department for employment. CONTRACTOR shall not assign or employ personnel to provide any services pursuant to this Contract who was convicted of a felony or first degree misdemeanor unless approved in writing by the Department.

5.41.5.3.5. CONTRACTOR shall ensure that the Department is provided the information needed to conduct the NCIC/FCIC criminal history check prior to any new CONTRACTOR or subcontractor staff being hired or assigned to work under the Contract. CONTRACTOR shall not offer employment to any individual or assign any individual to work in accordance with the Contract, who has not had an NCIC/FCIC criminal history check conducted and employment approved by the Department.

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

5.42. **RECORDS AND DOCUMENTATION.**

5.42.1. Records Maintenance: CONTRACTOR will provide a records and reporting system both manual and computerized, for Facility operations that includes the list below and is compatible with that used by the DC. Further, CONTRACTOR's sys-

tem will be in compliance with federal, state, and local laws governing confidentiality and will identify and limit those persons who have control or access. The system will provide for the following:

- 5.42.1.1. Provision of all reports and records necessary for monitoring of any court-ordered compliance.
- 5.42.1.2. Maintenance of an individual custody record on each inmate that includes, but is not limited to, personal data, personal inventory receipts, disciplinary action reports, incident reports, release information, reentry plan, classification and counseling records, dental, psychiatric and medical records;
- 5.42.1.3. Signed release of information forms;
- 5.42.1.4. Appropriate transfer documentation as to legal authority to accept the inmate;
- 5.42.1.5. Referrals to other agencies;
- 5.42.1.6. Confidentiality and safeguarding of case records to ensure against unauthorized and improper disclosure;
- 5.42.1.7. Maintenance of records and reports; and
- 5.42.1.8. The retention and storage of logs and records in a manner consistent with DC policy and Florida law.

5.42.2. Management Information System:

- 5.42.2.1. CONTRACTOR shall install a fully compatible electronic data processing (EDP) System to Access the Florida Offender Based Management Information System (OBIS) for information purposes with regard to inmate transfer, inmate financial records, and classification and health services. CONTRACTOR will provide a system necessary to meet their own internal needs to include, but not limited to, general office automation and access to any unique "corporate" systems beyond office automation. CONTRACTOR will provide network connections to these systems as well as the Internet. A server, printers, workstations, switches and WAN/LAN wiring are the responsibility of CONTRACTOR. CONTRACTOR will provide the On-Site Contract Monitor with access to personnel systems to ensure contract compliance.
- 5.42.2.2. Workstations must conform to Department standards such as Windows XP SP2, MS Office 2007, IE 7, viral protection software and 3270 emulation. CONTRACTOR employees can connect to the DC's Offender Based Information System (OBIS) through the workstations

once approved by the DC's Bureau of Technology Services. The DC will supply a router to CONTRACTOR's corporate office that will facilitate a VPN connection to OBIS. Approved CONTRACTOR employees will be granted restricted access to OBIS through the Department's security management system and access request process. CONTRACTOR will purchase the VPN connection from Florida's Department of Management Services. CONTRACTOR will provide the On-Site Contract Monitor with a computer and workstation.

5.43. **GENERAL REPORTING REQUIREMENTS.** CONTRACTOR shall provide to the On-Site Contract Monitor samples of new or revised reporting requirements it utilizes in the performance of its obligation under the Contract.

5.44. **ON-SITE CONTRACT MONITOR.** The On-Site Contract Monitor or the Department designee will be the official liaison between the Department and CONTRACTOR. All official communications shall take place between the On-Site Contract Monitor and CONTRACTOR, unless the Department directs otherwise. All other communication between the Department's employees and CONTRACTOR shall be managed according to policies adopted by both parties. CONTRACTOR shall make work space available at the Facility to the On-Site Contract Monitor, which must be approved by the Contract Manager.

5.45. **MONITORING AND EVALUATION.**

5.45.1. **Contract Monitoring/Performance Evaluation Monitoring**

5.45.1.1. At its discretion, the Department will monitor CONTRACTOR's performance to ensure compliance in accordance with all contract provisions, DMS's instructions, and all applicable standards, including, but not limited to ACA Standards, Florida Administrative Code, DMS and DC guidelines, specifications of the Contract, Court Orders and Decrees. DC will also provide audits and reviews and will have the same access as DMS employees.

5.45.1.2. The On-Site Contract Monitor or designated representatives or employees of the Department shall conduct inspections as deemed necessary. The Department shall have the right, unless otherwise proscribed by law, to prompt access to examine and receive copies, if requested, of all records of CONTRACTOR relating to the Facility, including without limitation, all financial books and records, maintenance records, employee records, and inmate records generated by CONTRACTOR and its subcontractors, or independent CONTRACTORS, in connection with the performance of the Contract; provided, however, such access does not include CONTRACTOR's non-public or proprie-

tary information, including financial records that are not related to Contract compliance.

- 5.45.1.3. The Department will use the Private Prison Program Accountability Management System (PPPAMS) tool.
- 5.45.1.4. The Department's monitoring activities shall include review of sub-contracts as previously described herein. The On-Site Contract Monitor shall provide CONTRACTOR, in writing, the results of monitoring/inspection activities conducted. If CONTRACTOR's noncompliance issues are noted during a monitoring activity, each shall be specifically identified and corrective action shall be recommended with a time frame specified to achieve compliance.
- 5.45.1.5. The cost of the On-Site Contract Monitor will be a deduction from the monthly management payment to CONTRACTOR. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.
- 5.45.1.6. Pursuant to F.S. 957.04(1)(a)3.g. Contract Requirements, compensation will be adjusted monthly of the On-Site Contract Monitor. Additional deductions will be made for any ad valorem taxes or payment in lieu of such taxes that may become due on the Facility pursuant to judicial determination or legislative mandate.
- 5.45.1.7. The Department's On-Site Contract Monitor or designated Department staff will perform monitoring during the term of the Contract, but not less than once a year to ensure Contract compliance. Monitoring shall include periodic review of compliance with Contract performance, including but not limited to, review of the following:
 - 5.45.1.7.1. Security
 - 5.45.1.7.2. Inmate Management and Control
 - 5.45.1.7.3. Inmate Programs and Services
 - 5.45.1.7.4. Facility Safety and Sanitation
 - 5.45.1.7.5. Administration
 - 5.45.1.7.6. Food Service
 - 5.45.1.7.7. Personnel Practices and Training
 - 5.45.1.7.8. Inmate Health Services
 - 5.45.1.7.9. Inmate Discipline

5.45.1.7.10. Fiscal Accountability

5.45.1.8. In addition to monitoring the performance of CONTRACTOR's operations, the Facility may be compared to the performance of the State in operating like facilities. CONTRACTOR shall supply all data related to performance of the Contract necessary to conduct such evaluations, excluding any data protected by law. In evaluating CONTRACTOR's performance, the Department shall consider the specific areas identified above. The information provided will be in a form and format compatible with the Private Prison Monitoring System and at this time the Private Prison Accounting Management Systems (PPAMS).

5.45.2. Self-Monitoring. CONTRACTOR shall designate an employee as the staff member responsible for continuous self-monitoring of the Facility, for both Facility-level and corporate-level monitoring. CONTRACTOR shall designate an employee as the staff member responsible for continuous self-monitoring of the Facility. CONTRACTOR shall provide the results and/or documentation of all the self-monitoring to the On-Site Contract Monitor no later than the 20th day of the following calendar month.

5.46. **INMATE REINTEGRATION PROGRAM**. CONTRACTOR will provide an Inmate Reintegration Program which provides for the following:

5.46.1. Treatment Program Counseling which will provide individual and group counseling for inmates which will comply with the ACA Standards and includes mental health care and crisis intervention services, adjunct community resource assistance as needed, specific therapy groups as determined by inmate needs and which may change over time, and a substance abuse program which is more fully described in Sections 5.28.4, 5.35.2 and 5.36.2.

5.46.2. Volunteer Programs which will include clearly specified lines of authority, responsibility and accountability for the volunteer services program; recruitment, screening and selection of volunteers; and volunteer orientation and training.

5.46.3. Education Programs in compliance with the Department of Education, DC and DMS policy, and ACA Standards.

5.46.4. Inmate Work Programs in compliance with the DC and DMS policy, and ACA Standards. All inmates will be required to keep their living areas clean. Work opportunities will be available in the food service, laundry, maintenance shop, warehouse, and utility squads. The DC will be responsible for approving gain time credit for labor performed. CONTRACTOR will be required to submit an annual report documenting the number of persons who have satisfactorily completed each of the academic education, vocational education, and substance

abuse components, required to be delivered per the terms of the Contract Documents. Included in this annual report shall be an update of the career outlook analysis, concerning information as required in the Contract, including: type of jobs the vocational training prepares the inmates for; estimated job growth, both in the State of Florida and in the fields of training being offered; salary range of the jobs available; and qualifications necessary for the jobs.

- 5.47. **RECREATION.** CONTRACTOR will provide indoor and outdoor recreation and leisure time programs as specified in its response to the ITN for the inmates in compliance with the ACA Standards.
- 5.48. **SAFETY AND EMERGENCY PROCEDURES.** CONTRACTOR will operate and maintain the Facility in compliance with applicable federal, state and local safety and fire codes and in accordance with the ACA Standards and DC Policy.
- 5.49. **PRISON RAPE ELIMINATION ACT (PREA).** CONTRACTOR must comply with the Prison Rape Elimination Act of 2003, 42 U.S.C. §§ 15601-15609, Public Law 108-79-September 4, 2003. Further, CONTRACTOR must comply with DC Procedure 108.010 and all other Florida laws and policies implementing PREA.
- 5.50. **INCIDENT REPORTING.**
- 5.50.1. CONTRACTOR will follow the policies and procedures established by the DC and the Department in the reporting of incidents occurring at the Facility, including DC Procedure 602.008 – Incident Reports - Institutions. The On-Site Contract Monitor shall be notified within 24 hours of CONTRACTOR discovering any incident occurring at the Facility.
- 5.50.2. Incidents that must be reported in compliance with this Section shall include any serious or unusual incident that (i) involves the Facility, staff, inmates, volunteers, visitors, or members of the general public, and (ii) disrupts or has the potential to disrupt the normal operations of the Facility. The term “incident” may include an accident involving possible injury to a person or damage to equipment, a suspicious action or occurrence, or other circumstance which could impact the operation of the Facility.
- 5.50.3. Any investigation undertaken by CONTRACTOR’s inspector into rule or statutory violations by staff or inmates at the Facility shall be completed and disciplinary action, if any, taken no later than 90 days from the date the allegation of wrongdoing was first reported. This deadline shall be extended to the extent a delay is caused by circumstances outside the CONTRACTOR’s control. For purposes of this provision, disciplinary action as it relates to employees includes administrative leave pending the outcome of any related external investigation or criminal or civil legal proceeding.

5.51. **RULES AND REGULATIONS.**

- 5.51.1. CONTRACTOR shall agree to comply with all state and federal constitutional requirements, laws, Court Orders, and ACA Standards (whether mandatory or non-mandatory), the Florida Department of Corrections' rules, policies and procedures (unless in contravention with corresponding ACA standards), and any federal, state, local law or regulation or court order applicable to the Florida Department of Corrections. CONTRACTOR shall demonstrate knowledge of and compliance with all rules and regulations mentioned above, including ACA Standards.
- 5.51.2. The Facility and services provided must meet all applicable local, state and federal ordinances, laws, rules and regulations governing the operation of a state correctional facility. In addition, CONTRACTOR agrees to adhere to all standards applicable to the operation and management of the Facility. Such adherence shall include, but not be limited to all applicable Department of Corrections' and Department of Management Services' Administrative Rules and, Procedures and DC Health Service Bulletins that pertain to the care, custody and control of inmates. CONTRACTOR is responsible for being familiar with and obtaining copies of current versions of such standards, manuals, procedures, etc. and any subsequent revisions and/or addenda thereto. Should local, state, federal or program requirements change during the course of the Contract, the updated regulations and requirements will take precedence. The laws, rules and regulations referenced in the Contract Documents are incorporated herein by reference and made a part of hereof. Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, or Department or DC policy or regulations will be made in accordance with Section 7.4.
- 5.51.3. The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems is necessary to protect the best interests of the State of Florida and the health, safety and welfare of the inmates and of the general public which are served by the Department, either directly or indirectly, through these services.
- 5.51.4. The specific rules, procedures and regulations identified below or elsewhere in this Section are not listed to the exclusion of any other rules, procedures and regulations required throughout the Contract Documents. The Department will monitor CONTRACTOR to ensure compliance with all rules, regulations and re-

quirements contained herein.

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

5.52.1. **Routine** All normal written communications generated by either party relating to performance of the scope of services. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.

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

5.52.3. **Formal** The same as informal but more limited in nature and usually reserved for significant issues such as breach of contract, failure to provide satisfactory performance, changes in compensation pursuant to Section 7.5, or termination or any other remedial action taken under the Contract. Formal communications shall also include requests for changes in the scope of service and billing adjustments. Formal contract communications must be acknowledged upon receipt and responded to within seven (7) days of receipt.

5.52.4. CONTRACTOR shall respond to Informal and Formal communications in the same format or medium as the originating communication. All written communications (fax, e-mail, letter) shall include signature and, where appropriate, a follow-up hard copy by mail. The only personnel authorized to use formal contract communications are the Department Contract Manager, Contract Administrator, and CONTRACTOR's President (or equivalent title) or their designee. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

5.52.5. If there is an urgent administrative problem, the Department shall make contact with CONTRACTOR and CONTRACTOR shall orally respond to the Contract Manager within two (2) hours. If a non urgent administrative problem occurs, the Department shall make contact with CONTRACTOR and CONTRACTOR shall orally respond to the Contract Manager within forty eight (48) hours. CONTRACTOR or designee at the facility shall respond to inquiries from the Department by providing the necessary.

6. **EMPLOYEES**

6.1. **INDEPENDENT CONTRACTOR.** With respect to the performance of the services set out herein, CONTRACTOR is and shall continue to be an independent contractor and, subject to the terms of this Contract, shall have the sole right to manage, control, operate, and direct the performance of the details of its duties under this Contract. CONTRACTOR's agents and employees shall not accrue from the State, the Department, or the DC any leave, retirement, insurance, bonding or any other benefit afforded to the employees of the State, the Department, or the DC as a result of this Contract. CONTRACTOR, its agents, and employees shall not be considered agents or employees of the State, the Department, or the DC.

6.2. **SUBCONTRACTORS.**

6.2.1. CONTRACTOR may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract, provided the Department reviews all procedural, and operational and fixed capital outlay project plans and provides written approval, which approval may not be unreasonably withheld. CONTRACTOR shall competitively procure all subcontracts with the intention to maximize competition and ensure the greatest savings possible for the state unless exempted by the Contract Manager based on a reasonable business case which may include the existence of a national vendor contract or an emergency. All subcontractors must be registered and authorized to conduct business in the state of Florida. CONTRACTOR shall furnish to the Department's On-Site Contract Monitor copies of all subcontracts, without regard to amount of annual payments. Any arrangement by CONTRACTOR with an affiliate or member company to provide services to the Facility shall be subject to the subcontractor provisions of this Section. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by CONTRACTOR. CONTRACTOR shall be responsible for the management of the subcontractor in the performance of their work. A subcontractor may not work directly with the Department in any manner and shall not be included in contract negotiations, renewals, audits or any other discussions except at the request of the Department.

6.2.2. The Department encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its Contracts. CONTRACTOR agrees to (i) reasonably consider such business enterprises the awarding of subcontracts, (ii) comply with all controlling laws and regulations respecting the participation of such business enterprises in the provision of the contracted services, and (iii) reasonably cooperate in any studies or

surveys as may be conducted by the State to determine the extent of the CONTRACTOR'S compliance with this Section.

6.3. **PERSONNEL.**

- 6.3.1. CONTRACTOR shall at all times provide sufficient trained staff to provide for and maintain the security, control, custody, and supervision of inmates of the Facility in compliance with applicable court orders, the ACA Standards, and this Contract. CONTRACTOR will provide an organization chart to include all positions within the facility, indicating which positions are certified, critical complement and mission critical.
- 6.3.2. CONTRACTOR will provide the Department with a finalized staffing pattern prior to the Service Commencement Date. Positions will be staffed with qualified employees in accordance with the staffing pattern attached hereto in Exhibit I, to be provided by the CONTRACTOR. CONTRACTOR'S staffing pattern must be submitted and approved by the Contract Manager prior to the Service Commencement Date. Any modifications to the position requirements or the staffing pattern must be approved in writing by the Contract Manager. All name changes will be sent to the On-Site Contract Monitor and noted on the Position Control Logs monthly. Exhibit B, to be provided by the CONTRACTOR includes all positions, job codes and the minimum and maximum salary for each position. This document will be used for imposing the vacancy deductions and must be updated regularly; however, all changes must be agreed to by the Bureau Chief in writing.
- 6.3.3. Sufficient certified security staff shall be employed at all times to assure that all positions identified as critical complement on the approved staffing pattern, are manned for each shift, unless a departure from the staffing pattern has been approved in writing by the Contract Manager. Critical positions shall not be filled with Temporary Employment Authorizations (TEAs). CONTRACTOR shall be required to fill critical complement positions by using overtime or other qualified staff members to ensure that the staffing levels do not decrease below the established critical complement. The approved staffing pattern is attached in Exhibit I and herein incorporated by reference. CONTRACTOR will provide a finalized chart for each shift indicating critical complement and positions required to be filled. CONTRACTOR shall be required to provide a bi-weekly report to the On-Site Contract Monitor of the number of hours each certified officer and TEA worked during the pay period. The report will also indicate which officers are considered part-time.
- 6.3.4. Part-time correctional officers may be used as long as they are fully trained and licensed. The use of part-time correctional officers will be limited to a maximum

of 32 hours per officer per week, and a total not to exceed 1440 hours per week for the Facility. The use of part-time staff in management positions is forbidden. Full-time correctional officers shall each be limited to no more than 32 hours of overtime in any two-week period. The Department reserves the right to authorize exceptions to this Section.

6.3.5. CONTRACTOR shall conduct monthly random drug testing to include anabolic steroid and drug testing of 5% of all certified staff, subject to Florida Administrative Code and Florida Statutes. CONTRACTOR shall provide the plan for conducting these tests to the On-Site Contract Monitor prior to the Service Commencement Date. Monthly reports must be submitted to the On-Site Contract Monitor. Each report will indicate which officers were tested, date tested, the result, and how the random 5% sample was selected

6.3.6. The employment of unauthorized aliens by CONTRACTOR or any subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the CONTRACTOR or subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.

6.4. **TRAINING.** CONTRACTOR will provide training programs in compliance with the ACA Standards, Chapter 943 and Section 957.05, Florida Statutes, the Florida Department of Law Enforcement, Division of Training, and Chapter 33, Florida Administrative Code. CONTRACTOR will provide a monthly report detailing training provided to personnel. The training curriculum must be approved by an appropriate oversight governing body. The report will include, but not be limited to, course title, the number of training hours, the employee's name and position, whether training is required, and the instructor's name and contact information.

7. **COMPENSATIONS AND ADJUSTMENTS**

7.1. **MANAGEMENT PAYMENT.** This payment reflects operating costs and does not include debt service numbers. Compensation will be based on two (2) Per Diem Rates: the first rate is based on 90% occupancy and the second rate is based on the number of inmates exceeding the 90% occupancy.

7.1.1. The Department will compensate CONTRACTOR at the following Per Diem Rates (inmate, per day) for the initial term of the contract.

7.1.1.1. \$45.80 times the minimum occupancy of 90% (1,800 inmates);

7.1.1.2. \$7.70 for each inmate over the minimum occupancy rate of 90% (1,801-2,000 inmates);

7.1.1.3. \$42.00 blended Per Diem.

7.1.1.4. Minus monthly deductions for:

- 7.1.1.4.1. The Major Maintenance and Repair Reserve Fund set forth in Section 4.9, in the monthly amount of \$16,770.00
 - 7.1.1.4.2. The On-Site Contract Monitor set forth in Section 5.44, in the monthly amount of \$4,976.37.
 - 7.1.1.4.3. Any property taxes or payments in lieu of taxes (PILOT) that may become due on the Facility pursuant to judicial determination or legislative mandate.
 - 7.1.1.4.4. Fees collected from the medical co-payment for each inmate-initiated, non-emergency visit to the health care provider as required by Section 945.6037, Florida Statutes.
- 7.1.2. If the parties renew the Contract pursuant to Section 3.1, the Per Diem Rates shall be as follows as of November 1, 2013:
- 7.1.2.1. \$48.75 times the minimum occupancy of 90%
 - 7.1.2.2. \$8.25 for each inmate over the minimum occupancy rate of 90%;
 - 7.1.2.3. \$44.70 blended Per Diem.
- 7.1.3. If the parties renew the Contract a second time pursuant to Section 3.1, the Per Diem Rates shall be as follows as of November 1, 2015:
- 7.1.3.1. \$51.20 times the minimum occupancy of 90%
 - 7.1.3.2. \$8.70 for each inmate over the minimum occupancy rate of 90%;
 - 7.1.3.3. \$46.95 blended Per Diem.

Pricing for further two-year renewal periods, if any, will be subject to further negotiation and mutual agreement of the parties.

- 7.1.4. Regardless of the number of inmates incarcerated at the Facility, CONTRACTOR is guaranteed an amount equal to 90% occupancy (1,800 inmates) times the 90% Per Diem Rate subject to legislative appropriations. This guarantee may be subject to the following: adjustments to compensation as set forth in Section 7.5; deductions due to position vacancies as set forth in Section 5.41; deductions due to program vacancies as set forth in Section 5.35; deductions for reimbursement of the On-Site Contract Monitor as set forth above; deductions for the maintenance reserve as set forth in Section 4.9; ad valorem taxes and/or PILOT payments required to be paid by CONTRACTOR by judicial determination or legislative mandate, as set forth in Section 11.7; and any other deduction or charge permitted in this Contract.

7.2. **INVOICES.**

- 7.2.1. CONTRACTOR shall submit monthly invoices within ten (10) working days of the month end, in a format acceptable to the accounting department of the DC, to

the attention of the Department's Contract Manager. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The invoice will reflect the prison population for each day, midnight count, times the security per diem minus adjustments allowed in the Contract. The invoice will reflect a separate per diem for programs provided by CONTRACTOR. The DC will verify the daily inmate population count. If there is a discrepancy between CONTRACTOR's and the DC's counts, the DC's count will be used in calculating the per diem payment. Invoices will be adjusted as specified in the Contract.

7.2.2. CONTRACTOR will provide required documentation for the invoice to the On-Site Contract Monitor each month when the invoice is submitted to the Department's Contract Manager. The Department's On-Site Contract Monitor or his/her successor shall be responsible for enforcing performance of the Contract terms and conditions and he/she shall serve as liaison between CONTRACTOR and the Department and shall approve all invoices for payment pursuant to Chapter 215, Florida Statutes.

7.2.3. Submit to:

Bureau Chief
Bureau of Finance and Accounting
Florida Department of Corrections
2601 Blirstone Road
Tallahassee, Florida 32399-2500

AND

Bureau Chief
Bureau of Private Prison Monitoring
Florida Department of Management Services
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399-0950

7.3. **INTEREST PENALTIES.**

7.3.1. Payment shall be made in accordance with Sections 215.422 and 55.03, Florida Statutes, which state CONTRACTOR's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. CONTRACTOR and subcontractors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the

date the invoice is received or the goods or services are received, inspected and approved.

7.3.2. If a payment is not available within forty (40) days, a separate interest penalty, established annually by the Chief Financial Officer pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to CONTRACTOR. The interest rate for calendar year 2010 is 0.0001644 percent per day (8.0% per annum). The interest penalty provision applies after a thirty-five (35) day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless CONTRACTOR requests payment. Invoices which are returned to CONTRACTOR due to CONTRACTOR's preparation errors will result in a delay in the payment. The applicable time period does not commence until a properly completed invoice is received by the Department.

7.3.3. A contractor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline at (800)848-3792.

7.4. **ADJUSTMENTS DUE TO CHANGES IN STANDARDS OR UNFORESEEN CIRCUMSTANCES.**

The Department recognizes that CONTRACTOR has entered into this Contract based upon the ACA Standards, DC or DMS policies, procedures, rules, bulletins, technical instructions and laws in effect as of the Effective Date. If there are changes in these standards or Unforeseen Circumstances which change the scope of services to be furnished pursuant to this Contract and increase or decrease the cost of managing the Facility, CONTRACTOR will provide the Department written notice and documentation supporting an adjustment to compensation. The Department will review and not unreasonably deny the adjustment to compensation. The Department may adjust the total compensation paid CONTRACTOR so that CONTRACTOR may be paid compensation equal to the amount required to the change in CONTRACTOR's cost of managing the Facility because of the change in scope of services, retroactive to the effective date of such cost changes. Since requests for appropriated funds are based on costs as provided in the Contract Documents, any adjustment to compensation to cover changes in the ACA Standards or Unforeseen Circumstances which changes the scope of services, shall be subject to adequacy of appropriated funds, sufficient to cover the compensation change.

7.5. **ADJUSTMENTS DUE TO PARTIAL PERFORMANCE.** The Per Diem payment set forth in Section 7.1 assumes the services required under this Contract are fully performed. If the services are not fully performed, the Department will be entitled to an adjustment to compensation, as set forth below, to be credited against CONTRACTOR'S monthly invoice. The credits are a reasonable approximation of the contract price allocable to

those services. The credits are not intended to be a penalty on the Service Provider and the Department may waive the credits in a particular case if the Department determines in its discretion that the credits are not warranted. For services to be performed on a constant or daily basis, the credits will be due for each day the service was not fully performed. For services to be performed on a less regular basis (e.g., a monthly report), the credits will be due for each time the service was not fully performed. These credits shall be in addition to, and shall not constitute a waiver of, the Department's right to pursue any remedies or other damages under Section 10 of this Contract. Prior to exercising its rights under this Section 7.5, the Department will communicate in writing to CONTRACTOR the reasons why the credit is due and give CONTRACTOR at least twenty (20) days to correct the non-performance and submit an action plan for avoiding future non-performances. This opportunity to avoid the credit adjustment by correcting the non-performance and submitting an action plan shall not apply in the event of successive or repeated non-performances of the same nature. The credits are as follows:

7.5.1. Service Area One: Security and control, ACA Accreditation, Health Services, Use of Force, Escapes, Contract Monitoring.

- 7.5.1.1. Failure to Provide Services - \$5,000
- 7.5.1.2. Failure to Document - \$1,000
- 7.5.1.3. Failure to Report - \$2,500
- 7.5.1.4. Failure to Comply with Other Applicable Requirements - \$1,500

7.5.2. Service Area Two: Sanitation and Hygiene, Food Service, Mail, Religion, Access to Court, Inmate Discipline, Grievance, Visitation, Records and Reports, Employee Qualifications and Training.

- 7.5.2.1. Failure to Provide Services - \$2,500
- 7.5.2.2. Failure to Document - \$750
- 7.5.2.3. Failure to Report - \$1,000
- 7.5.2.4. Failure to Comply with Other Applicable Requirements - \$1,000

7.5.3. Service Area Three: Operating Standards, Transportation, Maintenance, Repairs and Replacements, Inmate Work, Academic & Vocational Training, Sentence Computation Data, Classification and Case Management, Commissary, Policies/Procedures/Post Orders, Inmate Management Fund/Bank Accounts.

- 7.5.3.1. Failure to Provide Services - \$2,500
- 7.5.3.2. Failure to Document - \$750
- 7.5.3.3. Failure to Report - \$1,000
- 7.5.3.4. Failure to Comply with Other Applicable Requirements - \$1,000

7.5.4. Service Area Four: Laundry and Inmate Clothing, Telecommunications, Supplies/Perishables, Recreation

7.5.4.1. Failure to Provide Services - \$1,500

7.5.4.2. Failure to Document - \$500

7.5.4.3. Failure to Report - \$1,000

7.5.4.4. Failure to Comply with Other Applicable Requirements - \$1,000

7.6. **SUPPLEMENTAL COMPENSATION**. In the event that, pursuant to Section 4.11, CONTRACTOR proposes to expand the capacity of the Facility and the Department approves such a proposal, then CONTRACTOR shall be eligible for supplemental compensation for any inmates housed in the Facility in excess of the original capacity. The per inmate per day rate of any such supplemental compensation will be an amount mutually agreed upon by the Department and CONTRACTOR, and shall not be greater than the maximum allowable pursuant to Section 957.07, Florida Statutes, and shall be subject to legislative appropriation.

7.7. **APPROPRIATION CONTINGENCY**. The State's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature, pursuant to Section 287.0582, Florida Statutes; the State is not obligated for any payments that exceed the amount of the current appropriation, pursuant to Section 957.04(1)(h), (2)(d), Florida Statutes.

8. **INDEMNIFICATION AND INSURANCE**

8.1. **INDEMNIFICATION**.

8.1.1. CONTRACTOR hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of CONTRACTOR or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with any action of CONTRACTOR (including its officers, directors, employees, subcontractors, or agents) in performance of the duties of this Contract. If any claims for such damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon CONTRACTOR's (including its officers, directors, employees, subcontractors, or agents) active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the above parties, CONTRACTOR agrees to indemnify, defend and hold harmless, the State and the Department, its officers, agents, servants and employees from and against any and all such claims, and further from and against any and all loss, cost expense, liability, damage or injury, including legal fees and disbursements, that the State, its officers, agents, servants or employees may directly or indirectly sustain, suffer, or incur as a result, and CONTRACTOR agrees to and does hereby assume, on be-

half of the State, its officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against the State, its contractors (if any), its officers, agents, servants or employees, arising by reason of such claims and to pay on behalf of the State, its officers, agents, servants and employees, upon demand of either of them, the amount of any judgment that may be entered against them, individually, jointly or severally, its officers, agents, servants or employees in any such action.

8.1.2. As part of CONTRACTOR's assumption of all responsibility and liability for any and all damage or injury as detailed above, CONTRACTOR further agrees to hold harmless, defend and indemnify the State for any loss, expense, recovery or settlement, including counsel fees and costs of defense, which arise from any demand, claim (whether frivolous or not) or suit which may be asserted or brought against the State or CONTRACTOR as a result of any injury or damage to any person or persons (including death) or property (i) allegedly caused by, resulting from, arising out of, or occurring in connection with the furnishing of any goods, equipment or services or the performance or preparation for performance of any of the work or any duties of CONTRACTOR hereunder, or incidental or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to the CONTRACTOR or subcontractor under a contract for which the goods or services herein ordered are required, including, but not limited to, any claim based on liability without fault for injury caused by defective goods supplied by CONTRACTOR. CONTRACTOR also agrees to assume responsibility for, hold harmless, defend and/or indemnify the State for payment of any expenses, costs (including delay costs), direct and consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and costs of defense, which may be imposed or incurred (a) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person employed by CONTRACTOR, and (b) under any Federal, State, or local law, ordinance or regulation upon or with respect to discrimination in employment against any individual employed by CONTRACTOR on the basis of race, color, religion, sex, or national origin, and (c) under any Federal, State, or local law, ordinance or regulation upon or with respect to any compensation of any person for claims or civil actions alleging deprivation of right, privilege or immunity secured by the United States Constitution and laws pursuant to 42 USC Section 1983 or similar statutes as well as claims for attorneys fees brought pursuant to 42 USC Section 1988 or similar statutes.

8.2. **LEGAL PROCEEDINGS.** CONTRACTOR shall not be responsible for defending any post-conviction action, including appeals and writs of habeas corpus by any inmate challeng-

ing the underlying judgment of conviction or the administration of the sentence imposed.

8.3. **INSURANCE.**

- 8.3.1. CONTRACTOR is responsible for obtaining and maintaining adequate insurance coverage as required herein. CONTRACTOR shall obtain and provide proof of general liability insurance coverage (broad form coverage) which shall specifically include fire, and legal liability in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least ten million dollars (\$10,000,000), and civil rights claims in an amount not less than two million dollars (\$2,000,000) for each occurrence within a yearly aggregate of at least five million dollars (\$5,000,000). The State of Florida and its respective agencies shall be included as additional insureds under the policy of general liability insurance coverage issued to CONTRACTOR. Coverage for civil rights liability may be issued under a separate policy but shall also include the State and its agencies as additional insureds. Vehicle liability coverage for all vehicles used by CONTRACTOR shall be provided in an amount of not less than two million dollars (\$2,000,000) per occurrence. Coverage shall also specifically be provided to protect against employee dishonesty in an amount of not less than fifty thousand dollars (\$50,000).
- 8.3.2. CONTRACTOR shall obtain and provide proof of workers' compensation insurance coverage (including employer liability) in the amount and manner required by Florida law for all employees of CONTRACTOR.
- 8.3.3. CONTRACTOR shall obtain and/or provide proof of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all professional services to be provided by CONTRACTOR to the State under this Contract. The amount of coverage obtained shall be two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) yearly aggregate. If occurrence coverage is not available, claims-made coverage with three (3) year tail coverage shall be provided for the same amounts and aggregate as detailed above.
- 8.3.4. CONTRACTOR shall take out and maintain during the life of this Contract an Umbrella Liability Policy for limits in excess of the primary liability policy. Such policy shall be a following form policy in the amount of ten million dollars (\$10,000,000) per occurrence and thirty-five million dollars (\$35,000,000) yearly aggregate limit. Layer coverage may satisfy those totals.
- 8.3.5. CONTRACTOR shall obtain and provide proof of contractual liability insurance coverage to cover all liability assumed by CONTRACTOR under this Contract and for which CONTRACTOR may be liable to the State under the indemnification

provisions of this Contract (intermediate form coverage). Such coverage may be provided by separate coverage or as an additional endorsement to a general liability policy, but shall be in the same amounts and limits of coverage as that required for general liability coverage.

- 8.3.6. CONTRACTOR shall obtain and provide proof of boiler and machinery coverage ("comprehensive" coverage) in the amounts of one million dollars (\$1,000,000) per occurrence to cover all loss arising from the operation of boilers and machinery including loss to other property and losses due to business interruption.
- 8.3.7. CONTRACTOR shall obtain and provide proof of premises liability insurance (which should be included in any general liability coverage) and property coverage (fire and extended coverage) for the full value of the buildings, structures or other facilities operated by CONTRACTOR and its subcontractors and all movable contents which value can never be less than the then remaining balance owed under the Lease Purchase Agreement. The State and its respective agencies shall be included as additional insureds under this policy.
- 8.3.8. CONTRACTOR shall obtain and maintain environmental impairment liability coverage for liability resulting from sudden, accidental or gradual pollution arising from operations conducted by the insured, covering damage for bodily injury and property damage in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) yearly aggregate limit. The State and its respective agencies shall be included as additional insureds under this policy.
- 8.3.9. CONTRACTOR shall take out and maintain during the life of this Contract, automobile liability coverage for owned, hired and non-owned vehicles, and equipment. The policy shall have combined single limits, per occurrence, for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- 8.3.10. CONTRACTOR shall require each of its subcontractors to secure and maintain during the term of this Contract (or for such lesser amount of time if the subcontractor is involved less than the full term of this Contract), the insurance coverage set forth in subparagraphs 8.3.1, 8.3.2, and 8.3.9, except that CONTRACTOR shall also be an additional insured for the general liability insurance. Such coverage may be reduced or waived when approved in writing by the Contract Manager with the consent of the Department because certain subcontractors have potentially less exposure than other subcontractors depending on the nature of their work under this Contract. In no event may the subcontractor self-insure unless the Department provides prior written consent.
- 8.3.11. All insurance coverage shall be obtained by CONTRACTOR through an insurance agent licensed in the State of Florida and such coverage shall be provided by an

insurance company licensed to issue such coverage in the State of Florida. No "self-insurance" coverage shall be acceptable unless CONTRACTOR is licensed or authorized to self-insure for a particular coverage in the State of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in Florida. All policies shall include a provision requiring at least thirty (30) days' prior written notice of cancellation to the State.

8.3.12. All insurance coverage required to be obtained by CONTRACTOR shall continue in full force and effect during the term of the Contract. No contract shall be entered into between CONTRACTOR and Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the date on which the services of CONTRACTOR shall commence.

8.3.13. All insurance coverage is to be provided by insurance carriers admitted to do business in Florida and coverage issued by surplus lines companies shall not be acceptable with the exception of civil rights liability coverage. All insurance carriers shall be, at the minimum, rated "A VII" by A.M. Best or an equivalent rating by a similar insurance rating service.

8.3.14. CONTRACTOR may choose the amount of deductible for any of the insurance coverage required above to be obtained by CONTRACTOR, but in no event shall such deductible for each occurrence exceed three (3) percent of the required yearly aggregate limit of coverage.

8.3.15. CONTRACTOR is responsible for first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

8.3.16. The limits required herein are the minimum acceptable. However, these limits are not to be construed as being the maximum CONTRACTOR may wish to purchase for their own benefit.

8.3.17. As respects to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

8.4. **CERTIFICATE OF INSURANCE AND CANCELLATION.** During the performance of the management services hereunder, CONTRACTOR shall maintain the plan of insurance and submit a Certificate of Insurance to the Department for the mutual protection and benefit of it and the Department, naming the Department as co-insured and entitled to all notices issued under the policy, to cover claims that may arise out of or result from CONTRACTOR's operation and management services hereunder, whether same be by CONTRACTOR or a subcontractor or by anyone directly or indirectly employed by any of

them, or by anyone for whose acts any of them may be liable. The Department shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change in the coverage. New Certificates of Insurance are to be provided to the Department at least fifteen (15) days after receipt by CONTRACTOR.

- 8.5. **DEFENSE/IMMUNITY.** By entering into the Contract, neither the State, DMS, the DC nor CONTRACTOR waives any immunity defense which may be extended to them by operation of law including limitation of damages; excepting only that CONTRACTOR may not assert the defense of sovereign immunity.
- 8.6. **NOTICE OF CLAIMS.** Within five (5) calendar days after receipt by the Department, or of any agent, employee or officer thereof of a summons in any action, or within five (5) calendar days of receipt by the Department, or of any agent, employee or officer thereof, of notice of claim, the Department, or any agent, employee or officer, shall notify CONTRACTOR in writing of the commencement thereof. The notice requirement is intended to ensure that CONTRACTOR's defense of the claim is not harmed by failure to comply with the notice requirements. Failure to comply with the notice requirements may result in CONTRACTOR's refusal to indemnify the Department, or any agent, employee or officer, but only if such failure to notify results in a prejudice to CONTRACTOR, the Department, or any agent, employee or officer. CONTRACTOR will provide the Department similar notice of claims.
- 8.7. **PRIOR OCCURRENCES.** Unless otherwise agreed in writing, CONTRACTOR shall not be responsible for any losses or costs resulting from inmate litigation pending at the Effective Date of this Contract or for lawsuits based on acts or omissions occurring prior to the Effective Date of the Contract. CONTRACTOR agrees to cooperate with the State in the defense of these suits. The Department recognizes that any settlement or judgment in such cases may lead to a request that the compensation be increased pursuant to Section 7.4.
- 8.8. **WAIVER.** No waiver of any breach of any of the terms or conditions of the Contract shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.
- 8.9. **PERFORMANCE BOND.** CONTRACTOR shall not be required to provide a performance bond.
9. **CERTAIN PROHIBITIONS.** CONTRACTOR acknowledges the provisions of Section 957.06, Florida Statutes, which states that a contract entered into under this chapter does not authorize, allow, or imply a delegation of authority to CONTRACTOR to:
 - 9.1. Choose the facility to which an inmate is initially assigned or subsequently transferred. CONTRACTOR may request, in writing, that an inmate be transferred to a facility oper-

ated by the DC. The Department, CONTRACTOR, and a representative of the DC shall develop and implement, maintain, and comply with the Transfer Agreement (Exhibit C) for transferring inmates between a correctional facility operated by the DC and a privately operated correctional facility.

- 9.2. Develop or adopt disciplinary rules or penalties that differ from the disciplinary rules and penalties that apply to inmates housed in correctional facilities operated by the DC.
- 9.3. Make a final determination on a disciplinary action that affects the liberty of an inmate. CONTRACTOR may remove an inmate from the general prison population during an emergency, before final resolution of a disciplinary hearing, or in response to an inmate's request for assigned housing in protective custody.
- 9.4. Make a decision that affects the sentence imposed upon or the time served by an inmate, including a decision to award, deny, or forfeit gain-time.
- 9.5. Make recommendations to the Parole Commission with respect to the denial or granting of parole, control release, conditional release, or conditional medical release. However, CONTRACTOR may submit written reports to the Parole Commission and must respond to a written request by the Parole Commission for information.
- 9.6. Develop and implement requirements that inmates engage in any type of work, except to the extent that those requirements are accepted by the Department.
- 9.7. Determine inmate eligibility for any form of conditional, temporary, or permanent release from a correctional facility.

10. **DEFAULT AND TERMINATION PROVISIONS**

10.1. **DEPARTMENT BREACH**. Each of the following shall constitute a Breach of Contract on the part of the Department:

10.1.1. After appropriation of adequate funds by the State, failure by the Department to make payments to CONTRACTOR under the guidelines of Section 215.422, Florida Statutes.

10.1.2. The persistent or repeated failure or refusal by the Department to substantially fulfill any of its obligations under this Contract; unless: such failure or refusal is caused by a Force Majeure event or is otherwise excused under this Contract; such failure or refusal is permitted in writing by CONTRACTOR in advance; or, such failure or refusal is directly caused by CONTRACTOR's breach.

10.2. **CONTRACTOR BREACH**. Each of the following shall constitute a Breach of Contract on the part of CONTRACTOR:

10.2.1. A material failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by CONTRACTOR hereunder.

- 10.2.2. A material failure to meet or comply with any court order, ACA Standards, or federal or state requirement of law.
- 10.2.3. A failure to maintain ACA accreditation in accordance with Section 5.9;
- 10.2.4. CONTRACTOR (i) admits in writing its inability to pay its debts; (ii) makes a general assignment for the benefit of creditors; (iii) suffers a decree or order appointing a receiver or trustee for all or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days; (iv) suffers proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days; or (v) suffers any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) days after issue or levy; or
- 10.2.5. Any other action by CONTRACTOR which would be considered a breach of this Contract at common law.
- 10.3. **NOTICE OF BREACH.** No remedial action may be taken under this Contract unless and until the party asserting a breach specifies, in writing to the party against whom the breach is asserted, that a breach or breaches exist(s) which, unless corrected or cured within a time period specified in the notice, will result in the taking of such action.
- 10.4. **TIME TO CURE.** Except in cases where immediate compliance is required under Section 10.7, the non-breaching party will provide the other party an opportunity to cure each Breach of Contract that is capable of being cured. The cure period will extend at least twenty (20) days from the date the Notice of Breach is received. In the event CONTRACTOR reasonably believes that a Breach of Contract cannot be cured within the time period specified in the notice, and that such Breach of Contract can be cured through a diligent, on-going, and conscientious effort on the part of CONTRACTOR within a reasonable period not to exceed a total of sixty (60) days, unless extended by the Department, then CONTRACTOR may, within the specified cure period, submit a plan for curing the Breach of Contract to the Department Chief. Such plan shall show in detail by what means CONTRACTOR proposes to cure the Breach of Contract. Upon receipt of any such plan for curing a Breach of Contract, the Department shall promptly review such plan and, at its discretion, may allow, or disallow, CONTRACTOR to pursue such plan for curing the Breach of Contract. In accordance with Section 957.14, Florida Statutes, and notwithstanding anything in this Contract to the contrary, the Department will not terminate this Contract unless CONTRACTOR has had at least sixty (60) workdays to correct the Breach of Contract.
- 10.5. **REMEDY OF THE DEPARTMENT.** Upon the occurrence of a Breach of Contract by CONTRACTOR, and subject to the notice and cure provisions in this Contract, the Depart-

ment shall have the right to adjust CONTRACTOR'S compensation as set forth in Section 7.5 and pursue any other remedy it may have at law or in equity, including, but not limited to, (i) reducing its claim to a judgment and seeking all damages for such breach; (ii) taking action to cure the Breach of Contract, in which case the Department Chief may offset against any payments owed to CONTRACTOR all reasonable costs incurred by the Department in connection with its efforts to cure such Breach of Contract; (iii) terminating the Contract and removing CONTRACTOR as the operator of the Facility and offsetting against any payments owed to CONTRACTOR by the Department of all reasonable costs incurred by the Department to cure the Breach of Contract, including attorneys' fee. In the event of a termination of this Contract due to a Breach of Contract under Section 10.2, the Department shall have no further obligations to CONTRACTOR after CONTRACTOR's removal; CONTRACTOR agrees to comply with Sections 11.3 and 11.4 with respect to the transition to new management. In the event of any remedy pursuant to this Section, CONTRACTOR shall have the right to appeal to the Department, and during any such appeal, the remedies pursuant to this paragraph shall be tolled. In the event of a termination for cause, CONTRACTOR'S liability shall include, but not limited to, any costs associated with the transportation of Inmates, any expenses incurred by the Department or any other agency to staff the Facility, and any expenses incurred by the Department or any other agency to operate the Facility which exceed the amount the Department would have paid the CONTRACTOR under this Contract.

10.6. **REMEDY OF THE CONTRACTOR.** Upon a Breach of Contract by the Department, and subject to the notice and cure provisions of this Contract, CONTRACTOR'S sole remedy shall be to terminate this Contract. Upon such termination, CONTRACTOR shall be entitled to receive from the Department payment for all services satisfactorily furnished under this Contract up to and including the date of termination.

10.7. **IMMEDIATE COMPLIANCE.** Notwithstanding anything in this Contract to the contrary, if the Secretary of the Department reasonably determines that CONTRACTOR'S non-compliance with a term of condition of this Contract may adversely affect the security of the Facility or present a hazard to the safety or health of Inmates or other individuals, CONTRACTOR shall be notified and directed to immediately correct the non-compliance.

Upon receipt of such notice, CONTRACTOR shall immediately advise the Department of a proposed corrective action. If the Department accepts the proposed corrective action, CONTRACTOR shall immediately implement said corrective action. If the Department rejects the proposed corrective action or if CONTRACTOR fails to advise the Department immediately of its proposed corrective action, the Department shall specify the corrective action that CONTRACTOR must immediately implement.

In the event CONTRACTOR disagrees with the Department's determination of non-compliance or designated corrective action, a request for reconsideration may be sub-

mitted in writing to the Department. In no event shall the corrective action be delayed pending appeal.

10.8. **FORCE MAJEURE.** The failure of performance of any of the terms and conditions of this Contract by either party due to Force Majeure shall not constitute a Breach of Contract under this Contract.

10.9. **TERMINATION**

10.9.1. **Termination for Non-Appropriation.** If at any time during the term of this Contract, including any renewal period, the Legislature reduces appropriations to the Department or the Department's legally available funds are otherwise inadequate to fully fund the Contract, the parties agree to collaborate in good faith in accommodating such funding shortfalls in a manner least disruptive to current operations. If necessary, the parties agree to engage in good faith negotiations to amend this Contract to achieve commensurate reduction in services corresponding to any proposed or necessary per Diem reduction. If accommodations or negotiations become irreconcilably untenable to the parties, the Department may exercise its no-fault termination rights under this Contract.

10.9.2. **Termination for Cause.** In the event the Department is entitled to terminate this Contract due to a Breach of Contract by CONTRACTOR, the Department may terminate this Contract immediately or in stages. Following notice of termination, in coordination with the DC, the Department may coordinate the placement of DC supervisors or employees in the Facility and be allowed to direct activities and operations in the Facility. The termination notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that CONTRACTOR shall cease operations under the Contract in stages.

10.9.3. **Partial Takeovers Without Cause.** The Department may, at its convenience and without cause, exercise a partial takeover of any service which CONTRACTOR is obligated to perform under this Contract, including but not limited to, any service which is the subject of a subcontract between the CONTRACTOR and a third party (hereinafter referred to as "Partial Takeover"). A Partial Takeover shall not be deemed a Breach of Contract by either party. CONTRACTOR shall be given at least thirty (30) days prior written notice of a Partial Takeover with said notice to specify the area(s) of service the Department will assume, the date of assumption, and, if possible, the accompanying adjustment in compensation under the Contract as described below.

A Partial Takeover shall not alter in any way CONTRACTOR'S other obligations under this Contract. If a Partial Takeover substantially undermines the benefit

of the bargain to CONTRACTOR, CONTRACTOR may elect to terminate this Contract for convenience, in which case the parties shall agree on a date of termination that will allow for an orderly and efficient transition to the Department or another vendor. The Department will work cooperatively with CONTRACTOR in the Partial Takeover of any services provided by a subcontractor in order to minimize prejudice to CONTRACTOR.

In the event of a Partial Takeover, the Department may withhold from payments due CONTRACTOR the amount of CONTRACTOR'S estimated cost savings resulting from not having to deliver the full services. CONTRACTOR will supply the Department with information to demonstrate its cost of providing the services taken over. CONTRACTOR shall have no other right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount resulting from the Partial Takeover.

10.9.4. Other Rights to Assume Temporary Control of Facility. The Department also reserves the right to temporarily assume or coordinate with DC to assume control of the Facility during a natural disaster, riot or disturbance within the Facility, or under other conditions that present a serious threat to the safety, health or security of the Inmates, employees, or the public. This right to assume control shall create no obligation on the part of the Department to assume control in any particular case.

10.9.5. Termination for Convenience. The Department may terminate this Contract for convenience by giving CONTRACTOR at least ninety (90) days written notice. CONTRACTOR shall be paid through the date of cancellation but shall not be entitled to recover any cancellation charges or lost profits.

10.10. **LIMITATION OF LIABILITY.**

10.10.1. For all claims against CONTRACTOR under this Contract, regardless of the basis on which the claim is made, CONTRACTOR'S liability shall be limited shall be limited to (i) the amount payable for such claims under any insurance policy required under Section 8.3 of this Contract; plus (ii) two times the amount CONTRACTOR has invoiced the Department for services under this Contract. This limitation shall not apply to claims arising under the indemnity provisions of this Contract.

10.10.2. Unless otherwise specifically enumerated in this Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department may, in addition to other re-

medies available to them at law or equity and upon notice to CONTRACTOR, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, price adjustments, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of CONTRACTOR or its affiliates to the State against any payments due CONTRACTOR under any contract with the State.

11. **MISCELLANEOUS PROVISIONS**

11.1. **BOOKS AND RECORDS.** CONTRACTOR shall keep, at the Facility, proper and complete, books, records, and accounts with respect to the Facility and all subcontractors thereof; and shall permit the On-Site Contract Monitor, the Department and the State, or its respective designees, to inspect the same at all reasonable times and to make and take away copies thereof, pursuant to Chapter 119, Florida Statutes. If there is trade secret information that CONTRACTOR does not want disclosed during a public records request, it is CONTRACTOR's responsibility to provide an additional copy of the information with the trade secret information redacted.

11.2. **MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS.** CONTRACTOR shall at all times maintain its corporate existence and authority to transact business and good standing in its jurisdiction of incorporation and the State of Florida. CONTRACTOR shall maintain all licenses, permits, and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on CONTRACTOR's ability to perform its obligations under this Contract. CONTRACTOR will provide this information to the Department, the On-Site Contract Monitor, or other authorized personnel as requested.

11.3. **TRANSITION SERVICES.**

11.3.1. In connection with any termination, expiration, Partial Takeover, or assumption of temporary control under Section 10 of this Contract, CONTRACTOR agrees to work with the Department and/or the DC under the Department and/or the DC management supervision for a period of at least ninety (90) days to ensure an orderly and efficient transition from CONTRACTOR's management to the Department and/or the DC management (or management by a third party) of the Facility. During this transition period, CONTRACTOR will transfer all necessary records, files and documents for the operation of the Facility, including but not limited to inmate records, maintenance records, and personnel files.

11.3.2. Transition services rendered before the termination date shall be provided by CONTRACTOR without any additional compensation. After the termination date, the price for transition services shall be negotiated between the parties at the time such services are requested. In no event will the price for transition services exceed the rates CONTRACTOR typically charges governmental clients

for similar services. Notwithstanding anything to the contrary herein, if the Department terminates this Contract because of a breach by CONTRACTOR which is not timely cured, the transition services shall be provided at no cost to the Department.

11.3.3. CONTRACTOR will not prevent the employment of any person working at the Facility to continue working at the Facility upon the termination or expiration of this Contract.

11.4. **TRANSITION PLAN.** The parties will begin working cooperatively on a detailed transition plan immediately upon the Effective Date of this Contract. The transition plan shall be substantially completed by the Service Commencement Date and will be finalized within six months thereafter. The transition plan shall address all foreseeable scenarios in which services under this Contract would be transitioned to the Department, DC, or an outside vendor. The transition plan will be reviewed and updated by the parties as and when the Department deems appropriate.

11.5. **TAXES, LIENS, AND ASSESSMENTS.**

11.5.1. CONTRACTOR shall: (i) pay, or make provision for payment of, all lawful taxes and assessments levied or assessed by the federal, state or any local government on the Facility or any machinery, equipment or other property installed or located on the Facility by CONTRACTOR therein or thereon, or upon the Florida Correctional Finance Corporation with respect to the Facility or any part thereof, including any taxes levied upon or with respect to the income or revenues of the Florida Correctional Finance Corporation from the Facility, or upon any payments pursuant to the Lease Purchase Agreement; (ii) not create or suffer to be created any lien or charge upon the Facility or any part thereof; (iii) pay or cause to be discharged or make adequate provision to satisfy and discharge, within sixty (60) days after the same shall come into force, any lien or charge upon the Facility or any part thereof and all lawful claims or demand for labor, materials, supplies or other charges which, if unpaid, might be or become a lien upon the Facility or any part thereof, except permitted encumbrances, as defined in the Lease Purchase Agreement with respect to the Facility entered into by and between the Department and the Florida Correctional Finance Corporation; (iv) pay all utility charges, including "service charges", incurred or imposed with respect to the Facility; and (v) pay all State Fire Marshall fees imposed with respect to the Facility.

11.5.2. The parties hereto acknowledge that the housing of state prisoners is a governmental function, albeit a function that can be contracted for with a private business. In addition, the parties hereto acknowledge that the use of a Lease Purchase Agreement utilizing tax-exempt financing for the construction of the Facility

ity does not alter the nature of the use of the Facility. To that end, in the event that a local jurisdiction attempts to assess ad valorem taxes on the Facility, CONTRACTOR agrees to provide any necessary assistance, support, and expenditure of legal resources (including a pro rata share of all attorneys' fees and costs) in order to fully participate in and support any efforts by the State to defend the sovereign immunity from such taxation enjoyed by the Facility as State property, pursuant to Barnett v. Department of Management Services, 931 So. 2d 121 (Fla. 1st DCA 2006). DMS will pay 50% of all such attorneys' fees and costs. CONTRACTOR agrees to pay a pro rata share of the remaining 50% of attorneys' fees and costs, based on the proportion of the private prison facilities CONTRACTOR operates under contract with DMS to all private prison facilities under contract with DMS.

11.5.3. In the event that either a judicial determination or a State legislative mandate explicitly subjects the Facility to ad valorem taxation or requires payment in lieu of taxes (PILOT), the amount of any such annual ad valorem tax or PILOT payment shall be deducted on a pro-rated monthly basis from CONTRACTOR's monthly compensation.

11.6. **PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (PRIDE).**

Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in Sections 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

11.7. **PRODUCTS AVAILABLE FROM THE BLIND OR OTHER HANDICAPPED.**

Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Sections 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- 11.8. **LOBBYING AND INTEGRITY.** CONTRACTOR shall ensure compliance with Section 11.062, F.S. and Section 216.347, F.S. CONTRACTOR shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, CONTRACTOR shall provide any type of information the Inspector General deems relevant to CONTRACTOR's integrity or responsibility. Such information may include, but shall not be limited to, CONTRACTOR'S business or financial records, documents, or files of any type or form that refer to or relate to the Contract. CONTRACTOR shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). CONTRACTOR agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of CONTRACTOR'S compliance with the terms of this or any other agreement between CONTRACTOR and the State which results in the suspension or debarment of CONTRACTOR. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. CONTRACTOR shall not be responsible for any costs of investigations that do not result in CONTRACTOR's suspension or debarment.
- 11.9. **COPIES OF DOCUMENTS.** Prior to the execution of this Contract and on an on-going basis, CONTRACTOR shall timely provide to the Department copies of the following documents:
- 11.9.1. All original and renewed insurance certificates clearly indicating compliance with Section 8.3.
- 11.9.2. Tax receipts or other appropriate documentation indicating CONTRACTOR's payments to the taxing authorities to indicate compliance with Section 11.7.
- 11.10. **REIMBURSABLE EXPENSES.** In the event that CONTRACTOR fails to comply with Sections 11.1, 11.3 and 11.8, CONTRACTOR shall pay actual expenses for the Department to employ an agent or for a Department employee to visit the offices of CONTRACTOR or the CONTRACTOR's parent corporation to make and take away copies of the documents necessary to comply with Sections 11.1, 11.3 and 11.8.

- 11.11. **INVALIDITY AND SEVERABILITY.** In the event that any provision of this Contract shall be held to be invalid, such provision shall be null and void. The validity of the remaining provisions of the Contract shall not in any way be affected thereby.
- 11.12. **COUNTERPARTS.** This Contract maybe executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart.
- 11.13. **INTERPRETATION.** The headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.
- 11.14. **TERMINOLOGY AND DEFINITIONS.** All personal pronouns used in this Contract, whether used in the masculine, feminine, or gender-neutral, shall include all other genders; the singular shall include the plural; and the plural shall include the singular.
- 11.15. **VENUE.** The Contract shall be interpreted under the laws of the State of Florida and Leon County Circuit Court shall be the venue in the event any action is filed on the Contract.
- 11.16. **ENTIRE AGREEMENT; AMENDMENTS.** The Contract Documents contain all the terms and conditions agreed upon by the parties hereto. No oral agreements or representations shall be valid or binding upon either party. The Contract Documents shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.
- 11.17. **THIRD PARTY RIGHTS.** The provisions of this Contract are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person.
- 11.18. **BINDING NATURE.** This Contract shall not be binding upon the parties until it is approved and executed by both parties.
- 11.19. **INTERPRETATION.** This Contract shall not be interpreted or construed against the drafting party.
- 11.20. **PROHIBITION AGAINST ASSIGNMENT.** The Department has entered into this Contract with CONTRACTOR based on, among other considerations, its assessment of the qualifications and experience of CONTRACTOR, the management talent of key employees of CONTRACTOR, and the organizational structure CONTRACTOR has caused to be created. Consequently, there shall be no assignment or transfer of the interest of CONTRACTOR, whether in whole or in part, absent the prior written consent of the Department. Further, CONTRACTOR shall notify the Department in writing as soon as is practical following (a) a merger with or an acquisition by any corporation, partnership, person, or other entity; (b) the acquisition by or purchase of more than ten percent (10%) of the out-

standing shares of CONTRACTOR by any corporation, partnership, person, or other entity; and (c) a change in the senior management of CONTRACTOR, senior management including its President, Chief Executive Officer, and the membership of its Board of Directors. If, in the reasonable judgment of the Department, any such event is determined to be likely to have a material and adverse effect on the ability of CONTRACTOR to fully comply with all of the terms and conditions of this Contract, the Department reserves the right to terminate the Contract without liability or penalty to the Department.

11.21. **ACCESS TO RECORDS.** The Department may unilaterally cancel this Contract for refusal by CONTRACTOR to allow public access to all documents, papers, letters, or other material originated or received by CONTRACTOR in conjunction with the Contract, subject to the provisions of Section 119, Florida Statutes.

11.22. **NOTICES.** All notices shall be sent certified mail; return receipt requested to:

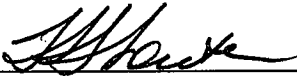
Department: Bureau Chief
Bureau of Private Prison Monitoring
Florida Department of Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

CONTRACTOR: The GEO Group, Inc.
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, Florida 33487
Attn: John Bulfin, General Counsel

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, in order to be legally bound, the parties have caused their authorized representative to execute this Contract as of the date set forth above and below.

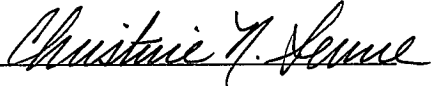
STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES

BY: 


Its: _____

DATE: 5/5/10

Approved as to form and legality:

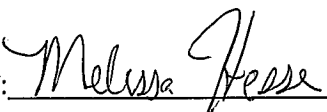


THE GEO GROUP, INC.

BY: 
AMBER D. MARTIN

Vice President, Contracts Administration
Its: The GEO Group, Inc.

DATE: 5-4-2010

ATTEST: 

Its: Administrative Assistant

AMENDMENT #1
OPERATION AND MANAGEMENT SERVICES CONTRACT
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
THE GEO GROUP, INC. (GEO)
FOR THE
BLACKWATER RIVER CORRECTIONAL FACILITY

This Amendment is entered into this 4 day of ~~September~~^{OCTOBER}, 2010, by and between the State of Florida, Department of Management Services, Bureau of Private Prison Monitoring (Bureau) and The GEO Group, Inc., 621 Northwest 53rd Street, Boca Raton, Florida 33487 (Contractor) in recognition of the following:

WHEREAS, the parties hereto have previously entered into Contract DMS 08/09-026, dated April 30, 2010, (the Contract) for the Contractor to operate, maintain and manage the Blackwater River Correctional Facility (the Facility); and

WHEREAS, Article 11.16 of the Contract expressly provides for amendments.

NOW, THEREFORE, in consideration of mutual benefits exchanged and received, the Parties agree to amend the Contract as follows:

1. Section 5.41.5.3.2, Criminal History Check, of the Contract, requires that as part of the pre-employment criminal history check, Contractor shall subject its officers, employees or agents, and any subcontractor or subcontracted staff performing operational and/or management services at the Facility, at Contractor's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) criminal history check.
2. Section 6.6, Private Contractor User Agreements, of the CJIS Security Policy, requires the incorporation of the CJIS Security Addendum approved by the Director of the FBI (action for the U.S. Attorney General), as referenced in Title 28 CFR 20.33(a)(7).
3. A Security Addendum required by Title 28, Code of Federal Regulations Part 2, is attached hereto as Exhibit A and incorporated into the contract by reference herein.
4. The Bureau is not recognized as a criminal justice agency by the Federal Bureau of Investigation (FBI).
5. The FBI requires a recognized criminal justice agency to provide criminal justice oversight to ensure compliance with the Security Addendum;
6. The Santa Rosa County Sheriff's Office (SRCO) agrees to provide the required criminal justice oversight as required by the FBI for compliance with the Security Addendum. A copy of the signed agreement between the Contractor and SRCO regarding criminal justice oversight is attached hereto as Exhibit B.

All other terms and conditions of the Contract remain the same.

IN WITNESS WHEREOF, the undersigned authorized persons have executed this Amendment on behalf of their respective party effective ~~September~~ ⁴ ~~OCTOBER~~, 2010.

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

LH South
Name

10/4/10
Date

Linda H. South, Secretary
Printed Name

APPROVED AS TO FORM AND LEGALITY
DEPARTMENT OF MANAGEMENT SERVICES, OFFICE OF GENERAL COUNSEL

Christine N. Senne
Name

09/16/2010
Date

Christine N. Senne
Printed Name

THE GEO GROUP, INC.

AM
Amber D. Martin, Vice President, Contracts Administration

9-23-2010
Date

AMBER D. MARTIN
Printed Name Vice President, Contracts Administration
The GEO Group, Inc.

Title

SANTA ROSA COUNTY SHERIFF'S OFFICE

Capt Jack Olka
Name

9-30-10
Date

CAPT. JACK OLKA
Printed Name

Title

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized.

In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements

between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate

such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

(a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

(1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies....

(6) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

(7) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both

concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized, the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

Note to the 3/2003 edition of Security Addendum:

Upon its creation in 10/1999, the Security Addendum obligated the contracting parties (and most particularly, the private entity) to abide by numerous federal laws, regulations, and (formal and informal) CJIS Division and CJIS Advisory Policy Board policies. Subsequently, the CJIS Security Policy, which contains many of the relevant portions of those sources, was developed. This compendium resulted in a new Certification being drafted, effective 1/10/2001, which replaced the citation to many of these authorities with the CJIS Security Policy, thereby providing a contracting party with a short and finite list of authorities with which to comply.

Although the Certification was updated, the body of the Security Addendum still contained the old authorities. Additionally, the CJIS Security Policy, which was formerly part of the Policy and Reference Manual, became a separate document. The 3/2003 edition coalesces the body of the Security Addendum (principally in Sections 5.06 and 9.02) with the Certification; it makes no substantive changes.

Note to the 5/2006 edition of the Security Addendum:

With the evolution of policies and procedures relevant to CJIS Systems, certain policy documentation must also periodically be updated. These modifications include an update in basic terminology as recently approved by the Advisory Policy Board to reflect references to "CJIS Systems" (replacing "NCIC"), and the "CJIS Systems Agency (CSA)" and "CJIS Systems Officer (CSO)", replacing Control Terminal Agency (CTA) and Control Terminal Officer (CTO), respectively. "Technical security" has been added to elements of a

security program to be administered within the contractual relationship between the contracting governmental agency and the contractor. Clarifying language has been added: in Section 2.03 with regard to initial training, testing and certification of CJIS Systems operators; in Section 2.05 to reflect current policy regarding maintenance of dissemination logs; in Sections 5.06, 9.02, and the Certification Page to delete references to the now obsolete Policy and Reference Manual; and in Section 603(d) to establish that in extenuating circumstances, the CSO may be requested by the contracting government agency to review adverse employment decisions. The Certification Page has also been modified to be consistent with the language in the CJIS Systems User Agreement, in that it now simply requires the signatory to "be familiar with" the contents of the listed authorities. This 5/2006 version should be used henceforth (until superceded) for outsourcing contracts.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES**

SECURITY ADDENDUM

The goal of this document is to provide adequate security for criminal justice systems while under the control or management of a private entity, the Contractor. Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Administration of criminal justice - the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment.

1.02 Agency Coordinator (AC) - a staff member of the Contracting Government Agency, who manages the agreement between the Contractor and agency.

1.03 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.04 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.05 CJIS Systems Agency (CSA) - a duly authorized state, federal, international, tribal, or territorial criminal justice agency on the CJIS network providing statewide (or equivalent) service to its criminal justice users with respect to the CJIS data from various systems managed by the FBI CJIS Division. There shall be only one CSA per state or territory. In federal agencies, the CSA may be the interface or switch to other federal agencies connecting to the FBI CJIS systems.

1.06 CJIS Systems Officer (CSO) - an individual located within the CJIS Systems Agency responsible for the administration of the CJIS network for the CJIS Systems Agency.

1.07 Criminal Justice Agency (CJA)- The courts, a governmental agency, or any subunit of a governmental agency which performs the administration of criminal justice pursuant to a statute or executive order and which allocates a substantial part of its annual budget to the administration of criminal justice. State and federal Inspectors General Offices are included.

1.08 Noncriminal Justice Agency (NCJA) - a governmental agency or any subunit thereof that provides services primarily for purposes other than the administration of criminal justice.

1.09 Noncriminal justice purpose - the uses of criminal history records for purposes authorized by federal or state law other than purposes relating to the administration of criminal justice, including employment suitability, licensing determinations, immigration and naturalization matters, and national security clearances.

1.10 Security Addendum - a uniform addendum to an agreement between the government agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to criminal history record information, limits the use of the information to the purposes for which it is provided, ensures the

security and confidentiality of the information consistent with existing regulations and the CJIS Security Policy, provides for sanctions, and contains such other provisions as the Attorney General may require.

2.00 Responsibilities of the Contracting Government Agency

2.01 The CGA entering into an agreement with a Contractor is to appoint an AC.

2.02 In instances in which responsibility for a criminal justice system has been delegated by a CJA to a NCJA, which has in turn entered into an agreement with a Contractor, the CJA is to appoint an Agency Liaison to coordinate activities between the CJA and the NCJA and Contractor. The Agency Liaison shall, inter alia, monitor compliance with system security requirements. In instances in which the NCJA's authority is directly from the CSA, there is no requirement for the appointment of an Agency Liaison.

2.03 The AC will be responsible for the supervision and integrity of the system, training and continuing education of employees and operators, scheduling of initial training and testing, and certification testing and all required reports by NCIC.

2.04 The AC has the following responsibilities:

- a. Understand the communications and records capabilities and needs of the Contractor which is accessing federal and state records through or because of its relationship with the CGA;
- b. Participate in related meetings and provide input and comments for system improvement;
- c. Receive information from the CGA (e.g., system updates) and disseminate it to appropriate Contractor employees;
- d. Maintain and update manuals applicable to the effectuation of the agreement, and provide them to the Contractor;
- e. Maintain up-to-date records of employees of the Contractor who access the system, including name, date of birth, social security number, date fingerprint card(s) submitted, date security clearance issued, and date initially trained, tested, certified or recertified (if

applicable);

- f. Train or ensure the training of Contractor personnel. If Contractor personnel access NCIC, schedule the operators for testing or a certification exam with the CSA staff, or AC staff with permission from the CSA staff. Schedule new operators for the certification exam within six (6) months of employment. Schedule certified operators for re-certification testing within thirty (30) days prior to the expiration of certification. Schedule operators for any other mandated class;
- g. The AC will not permit an untrained/untested or non-certified employee of the Contractor to access a CJIS System;
- h. Where appropriate, ensure compliance by the Contractor with NCIC validation requirements;
- i. Provide completed Applicant Fingerprint Cards on each person within the Contractor who accesses the System to the CJA (or, where appropriate, CSA) for criminal background investigation prior to such employee accessing the system; and
- j. Any other responsibility for the AC promulgated by the FBI.

2.05 The CSA shall ensure that all NCIC hot file transactions be maintained on an automated log for a minimum of six months and Interstate Identification Index (III) transactions be maintained on an automated log for a minimum of one year. This automated log must clearly identify the operator on III transactions, the authorized receiving agency, the requester, and any secondary recipient. This information can be captured at log on and can be a name, badge number, serial number, or other unique number.

3.00 Responsibilities of the Contractor

3.01 The Contractor shall maintain a security program which complies with this Security Addendum.

3.02 The Contractor shall assign a Security Officer accountable for the management of this security program. This person shall coordinate with the CGA to establish the security program.

3.03 The Contractor shall document the security program in a Security Plan. The Security Plan shall describe the implementation of the security requirements described in this Security Addendum, the associated training program, and the reporting guidelines for documenting and communicating security violations to the CGA. The Security Plan shall be subject to the approval of the CJA, even in instances in which the CGA is the NCJA.

3.04 The Contractor shall provide for a Security Training Program for all Contractor personnel engaged in the management, development, operation, and/or maintenance of criminal justice systems and facilities. Annual refresher training shall also be provided.

3.05 The Contractor shall establish a security violation response and reporting procedure to discover, investigate, document, and report on all security violations. Violations which endanger the security or integrity of the criminal justice system or records located therein must be communicated to the CGA immediately. Minor violations shall be reported to the CGA on a periodic basis, but in no instance less than quarterly. See Section 8.01.

3.06 The Contractor's facilities will be subject to unannounced security inspections performed by the CGA. These facilities are also subject to periodic FBI and state audits.

3.07 The security plan is subject to annual review by the CJA and the Contractor. During this review, efforts will be made to update the program in response to security violations, changes in policies and standards, and/or changes in federal and state law and technology.

3.08 The Contractor and its employees will comply with all federal and state laws, rules, procedures and policies (including the CJIS Security Policy in effect when the contract is executed) formally adopted by the FBI and the CJIS APB, including those governing criminal history record information.

4.00 Site Security

4.01 The Contractor shall dedicate and maintain control of the facilities, or areas of facilities, that support the CGA.

4.02 All terminals physically or logically connected to the computer system accessing NCIC and the criminal justice files must be segregated and screened against unauthorized use or observation.

5.00 System Integrity

5.01 Only employees of the Contractor, employees of CGA, the Agency Liaison, and such other persons as may be granted authorization by the CGA shall be permitted access to the system.

5.02 The Contractor shall maintain appropriate and reasonable quality assurance procedures.

5.03 Access to the system shall be available only for official purposes consistent with the appended Agreement. Any dissemination of NCIC data to authorized employees of the Contractor is to be for their official purposes.

5.04 Information contained in or about the system will not be provided to agencies other than the CGA or another entity which is specifically designated in the contract.

5.05 All criminal history record information requests must be authorized by the appended Agreement. A current up-to-date log concerning access and dissemination of criminal history record information shall be maintained at all times by the Contractor.

5.06 The Contractor will ensure that its inquiries of CJIS Systems and any subsequent dissemination conforms with applicable FBI/CJIS policies and regulations, as set forth in (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. All disseminations will be considered as "Unclassified, For Official Use Only."

5.07 The Contractor shall protect against any unauthorized persons gaining access to the equipment, any of the data, or the operational documentation for the criminal justice information system. In no event shall copies of messages or criminal history record information be disseminated other than as envisioned and governed by the appended Agreement.

6.00 Personnel Security

6.01 Appropriate background investigations must be conducted on all Contractor employees and the Contractor's vendors which provide system maintenance support.

6.02 Thorough background screening by the CGA is required. This investigation includes submission of a completed applicant

fingerprint card to the FBI through the state identification bureau. State and national record checks by fingerprint identification must be conducted for all personnel who manage, operate, develop, access and maintain criminal justice systems and facilities. Record checks must be completed prior to employment.

6.03 When a request is received by the CSA before system access is granted:

- a. The CGA on whose behalf the Contractor is retained must check state and national arrest and fugitive files. These checks are to be no less stringent than those performed on CJA personnel with access to NCIC.
- b. If a record of any kind is found, the CGA will be formally notified, and system access will be delayed pending review of the criminal history record information. The CGA will in turn notify the Contractor-appointed Security Officer.
- c. When identification of the applicant with a criminal history has been established by fingerprint comparison, the CGA's designee will review the matter. A Contractor employee found to have a criminal record consisting of any felony convictions or of misdemeanor offenses which constitute a general disregard for the law is disqualified. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.
- d. If an adverse employment determination is made, access will be denied and the Contractor-appointed Security Officer will be notified in writing of the access denial. This applicant will not be permitted to work on the contract with the CGA. Disqualified employees and applicants for employment shall be notified of the adverse decisions and the impact that such records had on such decisions. The CGA may request the CSO to review an adverse employment decision in extenuating circumstances.

6.04 The investigation of the applicant's background shall also include contacting of employers (past or present) and personal references.

6.05 The Security Officer shall maintain a list of personnel who

successfully completed the background investigation.

6.06 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

6.07 The CGA shall ensure that each Contractor employee authorized to access CJIS network terminals or information provided therefrom is specially trained in the state and federal laws and rules governing the security and integrity of criminal justice information.

6.08 All visitors to sensitive areas of Contractor facilities must be escorted at all times by a Contractor employee with clearance. Names of all visitors shall be recorded in a visitor log, to include date and time of visit, name of visitor, purpose of visit, name of person visiting, and date and time of departure. The visitor logs shall be maintained for five years following the termination of the contract.

7.00 System Security

7.01 Transmission, processing, and storage of CJA information shall be conducted on dedicated systems. Increased reliance should be placed on technical measures to support the ability to identify and account for all activities on a system and to preserve system integrity.

7.02 The system shall include the following technical security measures:

- a. unique identification and authentication for all interactive sessions;
- b. if warranted by the nature of the contract, advanced authentication techniques in the form of digital signatures and certificates, biometric or encryption for remote communications;
- c. security audit capability for interactive sessions and transaction based logging for message-based sessions; this audit shall be enabled at the system and application level;
- d. access control mechanisms to enable access to be

restricted by object (e.g., data set, volumes, files, records) to include the ability to read, write, or delete the objects;

- e. ORI identification and access control restrictions for message based access;
- f. system and data integrity controls;
- g. access controls on communications devices;
- h. confidentiality controls (e.g., partitioned drives, encryption, and object reuse).

7.03 Data encryption shall be required throughout the network passing through a shared public carrier network.

7.04 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.

7.05 The Contractor shall establish a procedure for sanitizing all fixed storage media (e.g., disks, drives) at the completion of the contract and/or before it is returned for maintenance, disposal or reuse. Sanitization procedures include overwriting the media and/or degaussing the media. If media cannot be successfully sanitized it must be returned to the CGA or destroyed.

8.00 Security violations

8.01 Consistent with Section 3.05, the Contractor agrees to inform the CGA of system violations. The Contractor further agrees to immediately remove any employee from assignments covered by this contract for security violations pending investigation. Any violation of system discipline or operational policies related to system discipline are grounds for termination, which shall be immediately reported to the AC in writing.

8.02 The CGA must report security violations to the CSO and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

8.03 Security violations can justify termination of the appended agreement.

8.04 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including the actual NCIC telecommunications link. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing criminal history record information must be deleted or returned to the

CGA.

8.05 The FBI reserves the right to audit the Contractor's operations and procedures at scheduled or unscheduled times. The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

9.00 Miscellaneous provisions

9.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

9.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

9.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

9.05 All notices and correspondence shall be forwarded by First Class mail to :

[FBI SA 8/2006]

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Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

[FBI SA 8/2006]

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FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or redisseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or redisseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Signature of Contractor Representative

Date

Organization and Title

[FBI SA 8/2006]

Sheriff



WENDELL HALL

SANTA ROSA COUNTY SHERIFF'S OFFICE

**Captain Jack Onkka
Administrative Division
P.O. Box 7129
Milton, Florida 32572
Phone (850) 983-1247
Fax (850) 983-1212**

June 21, 2010

GEO Group
ATTN: Mark Henry
5168 Ezell Road
Graceville, Florida 32440

RE: Security Addendum

Dear Warden Henry:

Enclosed please find the original of The Security Addendum between the Santa Rosa Sheriff's Office and Blackwater River Correctional Facility, duly executed by both parties. I have retained one copy for our Agency.

If you need additional information, please let me know, or contact our Paralegal, Ruby Kelley at 850/983-1207.

Sincerely,
Wendell Hall, Sheriff

Jack Onkka
Captain Jack Onkka
Administrative Division

JO/rjk

Enclosure: One original of Security Addendum dated 6/21/10

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized.

In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes. Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§20.33 Dissemination of criminal history record information.

(a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

(1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

(6) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

(7) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. the agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized, the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES**

SECURITY ADDENDUM

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1.04 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.05 Control Terminal Agency (CTA)- a duly authorized state or federal criminal justice agency with direct access to the National Crime information Center (NCIC) telecommunications network providing statewide (or equivalent) service to its criminal justice users with respect to the various systems managed by-the FBI CJIS Division.

1.06 Control Terminal Officer (CTO)- an individual located within the CTA responsible for the administration of the CJIS network for the CTA.

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- a. Understand the communications and records capabilities and needs of the Contractor which is accessing federal and state records through or because of its relationship with the CGA;
- b. Participate in related meetings and provide input and comments for system improvement;
- c. Receive information from the CGA (e.g., system updates) and disseminate it to appropriate Contractor employees;
- d. Maintain and update manuals applicable to the effectuation of the agreement, and provide them to the Contractor;
- e. Maintain up-to-date records of employees of the Contractor who access the system, including name, date of birth, social security number, date fingerprint card(s) submitted, date security clearance issued, and date certified or recertified (if applicable);
- f. Train or ensure the training of Contractor personnel. If Contractor personnel access NCIC, schedule the operators for a certification exam with the CTA staff. Schedule new operators for the certification exam within six (6) months of employment. Schedule certified operators for re-certification testing within thirty (30) days prior to the expiration of certification. Schedule operators for any other mandated class;

- g. The AC will not permit an un-certified employee of the Contractor to access an NCIC terminal;
- h. Where appropriate, ensure compliance by the Contractor with NCIC validation requirements;
- i. Provide completed Applicant Fingerprint Cards on each person within the Contractor who accesses the System to the CJA (or, where appropriate, CTA) for criminal background investigation prior to such employee accessing the system; and
- j. Any other responsibility for the AC promulgated by the FBI.

2.05 The CTA shall ensure that all NCIC hot file transactions and Interstate identification index (III) transactions be maintained on an automated log for a minimum of six months. This automated log must identify the operator on III transactions, the agency authorizing the transactions, the requester, and any secondary recipient. This information can be captured at log on and can be a name, badge number, serial number, or other unique number.

3.00 Responsibilities of the Contractor

3.01 The Contractor shall maintain a security program which complies with this Security Addendum.

3.02 The Contractor shall assign a Security officer accountable for the management of this security program. This person shall coordinate with the CGA to establish the security program.

3.03 The Contractor shall document the security program in a Security Plan. The Security Plan shall describe the implementation of the security requirements described in this Security Addendum, the associated training program, and the reporting guidelines for documenting and communicating security violations to the CGA. The Security Plan shall be subject to the approval of the CJA, even in instances in which the CGA is the NCJA.

3.04 The Contractor shall provide for a Security Training Program for all Contractor personnel engaged in the management, development, operation, and/or maintenance of criminal justice systems and facilities. Annual refresher training shall also be provided.

3.05 The Contractor shall establish a security violation response and reporting procedure to discover, investigate, document, and report on all security violations. Violations which endanger the security or integrity of the criminal justice system or records located therein must be communicated to the CGA immediately. Minor violations shall be reported to the CGA on a periodic basis, but in no instance less than quarterly. See Section 8.01.

3.06 The Contractor's facilities will be subject to unannounced security inspections performed by the CGA. These facilities are also subject to periodic FBI and state audits.

3.07 The security plan is subject to annual review by the CJA and the Contractor. During this review, provision will be made to update the program in response to security violations, changes in policies and standards, and/or changes in federal and state law and technology.

3.08 The Contractor and its employees will comply with all federal and state laws, rules, procedures and policies formally adopted by the FBI and the CJIS APB, including those governing criminal history record information.

4.00 Site Security

4.01 The Contractor shall dedicate and maintain control of the facilities, or areas of facilities, that support the CGA.

4.02 All terminals physically or logically connected to the computer system accessing NCIC and the criminal justice files must be segregated and screened against unauthorized use or observation.

5.00 System Integrity

5.01 Only employees of the Contractor, employees of CGA, the Agency Liaison, and such other persons as may be granted authorization by the CGA shall be permitted access to the system.

5.02 The Contractor shall maintain appropriate and reasonable quality assurance procedures.

5.03 Access to the system shall be available only for official purposes consistent with the appended Agreement. Any dissemination of NCIC data to authorized employees of the Contractor is to be for their official purposes.

5.04 Information contained in or about the system will not be provided to agencies other than the CGA or another entity which is specifically designated in the contract.

5.05 All criminal history record information requests must be envisioned and authorized by the appended Agreement. A current up-to-date log concerning access and dissemination of criminal history record information shall be maintained at all times by the Contractor.

5.06 The Contractor will ensure that its inquiries of NCIC and any subsequent dissemination conforms with applicable FBI/NCIC policies and regulations, as set forth in the NCIC Operating Manual, NCIC and CJIS APB meeting minutes, and all relevant CJIS security documents. All disseminations will be considered as "Unclassified, For Official Use Only."

5.07 The Contractor shall protect against any unauthorized persons gaining access to the equipment, any of the data, or the operational documentation for the criminal justice information system. In no event shall copies of messages or criminal history record information be disseminated other than as envisioned and governed by the appended Agreement.

6.00 Personnel Security

6.01 Appropriate background investigations must be conducted on all Contractor employees and the Contractor's vendors which provide system maintenance support.

6.02 Thorough background screening by the CGA is required. This investigation includes submission of a completed applicant fingerprint card to the FBI through the state identification bureau. State and national record checks by fingerprint identification must be conducted for all personnel who manage, operate, develop, access and maintain criminal justice systems and facilities. Record checks must be completed prior to employment.

6.03 When a request is received by the CTA before system access is granted:

a. The CGA on whose behalf the Contractor is retained must check state and national arrest and fugitive

files. These checks are to be no less stringent than those performed on CJA personnel with access to NCIC.

b. If a record of any kind is found, the CGA will be formally notified, and system access will be delayed pending review of the criminal history record information. The CGA will in turn notify the Contractor appointed Security officer.

c. When identification of the applicant with a criminal history has been established by fingerprint comparison, the CGA's designee will review the matter. A Contractor employee found to have a criminal record consisting of any felony convictions or of misdemeanor offenses which constitute a general disregard for the law is disqualified. Applicants shall also be disqualified on the basis on confirmations that arrest warrants are outstanding for such applicants.

d. If an adverse employment determination is made, access will be denied and the Contractor-appointed Security Officer will be notified in writing of the access denial. This applicant will not be permitted to work on the contract with the CGA. Disqualified employees and applicants for employment shall be notified of the adverse decisions and the impact that such records had on decisions and the impact that such records had on such decisions.

6.04 The investigation of the applicant's background shall also include contacting of employers (past or present) and personal references.

6.05 The Security officer shall maintain a list of personnel who successfully completed the background investigation.

6.06 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

6.07 The CGA shall ensure that each Contractor employee authorized to access CJIS network terminals or information provided there from is specially trained in the state and federal laws and rules governing the security and integrity of criminal justice information.

6.08 All visitors to sensitive areas of Contractor facilities must be escorted at all times by a Contractor employee with clearance. Names of all visitors shall be recorded in a visitor log, to include date and time of visit, name of visitor, purpose of visit, name of person visiting, and date and time of departure. The visitor logs shall be maintained for five years following the termination of the contract.

7.00 System Security

7.01 Transmission, processing, and storage of CJA information shall be conducted on dedicated systems. Increased reliance should be placed on technical measures to support the ability to identify and account for all activities on a system and to preserve system integrity.

7.02 The system shall include the following technical security measures:

a. unique identification and authentication for all interactive sessions;

b. if warranted by the nature of the contract, advanced authentication techniques in the form of digital signatures and certificates, biometric or encryption for remote communications;

- c. security audit capability for interactive sessions and transaction based logging for message-based sessions; this audit shall be enabled at the system and application level;
- d. access control mechanisms to enable access to be restricted by object (e.g., data set, volumes, files, records) to include the ability to read, write, or delete the objects;
- e. ORI identification and access control restrictions for message based access;
- f. system and data integrity controls;
- g. access controls on communications devices;
- h. confidentiality controls (e.g.; partitioned drives, encryption, and object reuse).

7.03 Data encryption shall be required throughout the network passing through a shared public carrier network.

7.04 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.

7.05 The Contractor shall establish a procedure for sanitizing all fixed storage media (e.g., disks, drives) at the completion of the contract and/or before it is returned for maintenance, disposal or reuse. Sanitization procedures include overwriting the media and/or degaussing the media. If media cannot be successfully sanitized it must be returned to the CGA or destroyed.

8.00 Security violations

8.01 Consistent with Section 3.05, the Contractor agrees to inform the CGA of system violations. The Contractor further agrees to immediately remove an employee from assignments covered by this contract for security violations pending investigation. Any violation of system discipline or operational policies related to system discipline is grounds for termination, which shall be immediately reported to the AC in writing.

8.02 The CGA must report security violations to the CTO and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

8.03 Security violations can justify termination of the appended agreement.

8.04 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including the actual NCIC telecommunications link. The FBI will provide the CTO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the *CIA* and Contractor. Upon termination, the Contractor's records containing criminal history record information must be deleted or returned to the CGA.

8.05 The FBI reserves the right to audit the Contractor's operations and procedures at scheduled or unscheduled times. The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

9.00 Miscellaneous provisions

9.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CTA, and FBI.

9.02 The following documents are incorporated by reference and made part of this agreement. (a) The III, NCIC, and Uniform Crime Reporting Operating Manuals; (b) The Minutes of the CJIS APB; (c) The Bylaws for the CJIS APB and CJIS Working Groups; (d) Title 28, Code of Federal Regulations, Part 20; (e) The NCIC Security Policy (including all concepts of NCIC Computerized Criminal History Program Background, Concept and Policy); (f) The Recommended Voluntary Standards for Improving the Quality of Criminal History Record Information, NCIC Standards, and UCR Standards, as recommended by the CJIS APB; and (g) Applicable federal and state laws and regulations.

9.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

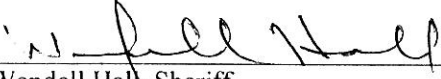
9.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

9.05 All notices and correspondence shall be forwarded by First Class mail to Assistant Director, Criminal Justice Information Services Division, FBI 1000 Custer Hollow Road, Clarksburg, West Virginia 26306.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I have read and am familiar with the contents of this Security Addendum, including relevant portions of the underlying documents, including but not limited to the III, NCIC, and UCR Operating Manuals; relevant Minutes of the CJIS Advisory Policy Board; Bylaws for the CJIS Advisory Board and CJIS Working Groups; Title 28, Code of Federal Regulations, Part 20; NCIC Security Policy; Recommended Voluntary Standards For Improving the Quality and Criminal History Record Information; NCIC and UCR Standards; as well as applicable federal or state laws and regulations regarding dissemination of criminal history records for criminal and noncriminal justice purposes.

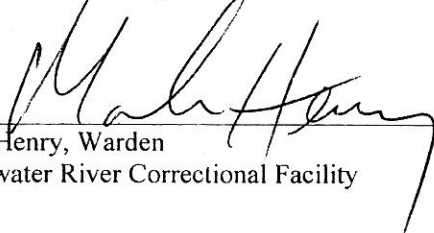


Wendell Hall, Sheriff
Santa Rosa County Sheriff's Department

6/21/10

Date

I acknowledge that I have read this Security Addendum and understand its contents.



Mark Henry, Warden
Blackwater River Correctional Facility

6/21/10

Date

AMENDMENT #2
OPERATION AND MANAGEMENT SERVICES CONTRACT
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
THE GEO GROUP, INC. (GEO)
FOR THE
BLACKWATER RIVER CORRECTIONAL FACILITY

This Amendment is entered into this 1st day of October, 2010, by and between the State of Florida, Department of Management Services, Bureau of Private Prison Monitoring (Bureau) and The GEO Group, Inc., 621 NW 53rd Street, Boca Raton, FL 33487 (Contractor) in recognition of the following:

WHEREAS, the parties hereto have previously entered into Contract DMS 08/09-026, dated April 30, 2010, (the Contract) for the Contractor to operate, maintain and manage the Blackwater River Correctional Facility (the Facility); and

WHEREAS, Article 11.16 of the Blackwater River's Operations and Management Services Contract expressly provides for amendments to the Contract.

NOW THEREFORE, in consideration of the mutual benefits exchanged and received, the Parties agree as follows:

1. Section 1.29 – second sentence, is amended to read as follows: The Service Commencement Date shall begin at 12:01am on October 5, 2010.
2. Section 3.1 – first sentence, is amended to read as follows: This Contract shall commence at 12:01am on the Effective Date and terminate on October 4, 2013 (i.e., three years after the Service Commencement Date), unless terminated earlier pursuant to Section 10 of this Contract.
3. Section 4.13 – third sentence is amended to read as follows: All maintenance plans and records, preventative maintenance, repair records, etc., shall be provided to the On-Site Contract Monitor upon request.
4. Section 5.36.2 – second sentence, is amended to read as follows: The measures and deliverables described below will be delivered to the On-Site Contract Monitor no later than May 1st and November 1st each year.
5. Updated job descriptions are attached to this amendment as Exhibit A pursuant to Section 5.41.1 of this Contract.
6. Section 5.45.1.6 – delete the following: Pursuant to F.S. 957.04(1)(a)3.g. Contract Requirements, compensation will be adjusted monthly of the On-Site Contract Monitor.
7. A revised Exhibit I (Staffing Plan) pursuant to Contract Section 6.3.2, is attached to this Amendment #2 as Exhibit B.


8. All other terms and conditions of this Contract not specifically modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized persons have executed this Amendment on behalf of their respective party effective October 1, 2010.

STATE OF FLORIDA, DEPARTMENT
OF MANAGEMENT SERVICES


By: Linda H. South, Secretary _____ Date 9/30/10

APPROVED AS TO FORM AND LEGALITY BY THE GENERAL COUNSEL'S OFFICE,
DEPARTMENT OF MANAGEMENT SERVICES


Name _____
Date 09-30-10

THE GEO GROUP, INC.

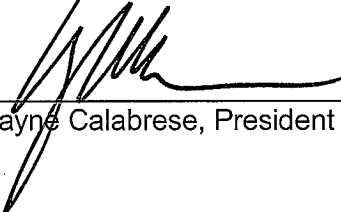

Wayne Calabrese, President _____ Date 9-29-2010

EXHIBIT I

The GEO Group, Inc.
Blackwater River Correctional Facility
2000 Beds for Florida DMS

Per RSA #

Updated Pending

Executive Office

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Facility Administrator	1.00				1.00	1.00
Assistant Warden Programs	1.00				1.00	1.00
Executive Secretary	1.00				1.00	1.00
H.R. Manager	1.00				1.00	1.00
H.R. Specialist	1.00				1.00	1.00
H.R. / Training Clerk	1.00				1.00	1.00
Training Administrator	1.00				1.00	1.00
ACA/QCP Administrator	1.00				1.00	1.00
Grievance Coordinator	1.00				1.00	1.00
Fire & Safety Manager	1.00				1.00	1.00
Lead Investigator	1.00				1.00	1.00
Investigator	1.00				1.00	1.00

Sub Total	12.00	0.00	0.00	0.00		12.00
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Business / Support

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Business Manager	1.00				1.00	1.00
Assistant Business Manager	1.00				1.00	1.00
Accountant/Bookkeeper	1.00				1.00	1.00
M.I.S. Specialist	1.00				1.00	1.00
I.S. Technician	1.00				1.00	1.00
Accounting Clerk	1.00				1.00	1.00
Payroll Clerk	1.00				1.00	1.00
Inmate Banking Clerk	1.00				1.00	1.00
Inmate Property Clerk	2.00				1.00	2.00
Switchboard Receptionist	1.00				1.00	1.00
Mailroom Supervisor	1.00				1.00	1.00
Mailroom Clerk	2.00				1.00	2.00
Commissary Supervisor ¹	1.00				1.00	1.00
Commissary Clerk ¹	3.00				1.00	3.00
Warehouse Coordinator	1.00				1.00	1.00
Warehouse Clerk	1.00				1.00	1.00
Laundry Supervisor	1.00				1.00	1.00
Laundry Technician	1.00				1.00	1.00

Sub Total	22.00	0.00	0.00	0.00		22.00
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Maintenance

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Maintenance Manager	1.00				1.00	1.00
Maintenance Technician	2.00				1.00	2.00
Plumbing Technician	1.00				1.00	1.00
HVAC Technician	1.00				1.00	1.00
Tool Room Clerk	1.00				1.00	1.00
Maintenance Clerk	1.00				1.00	1.00

EXHIBIT I

Sub Total	7.00	0.00	0.00	0.00	7.00	
Food Service						
	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Food Service Manager	1.00				1.00	1.00
Food Service Production Supervisor	1.00				1.00	1.00
Cook Supervisor		3.00	3.00		1.50	9.00
Food Service Clerk	1.00				1.00	1.00
Sub-Total	3.00	3.00	3.00	0.00		12.00
Health Care						
	NonShift	12-Hour Shifts			Relief	FTE
		Shift 1	Shift 2			
Health Services Administrator (RN)	1.00				1.00	1.00
Director of Nursing (RN)	1.00				1.00	1.00
Medical Records Clerk	3.00				1.00	3.00
Physician (MD)	1.00				1.00	1.00
ARNP	1.00				1.00	1.00
Psychologist (PhD)	1.00				1.00	1.00
Psychological Specialist	4.00				1.00	4.00
Registered Nurse (12-Hour Shifts)		2.00	1.00		2.20	6.60
Licensed Practical Nurse (12 Hour Shifts)		2.00	1.00		2.20	6.60
Dentist (DDS)	1.00				1.00	1.00
Dental Technician	1.00				1.00	1.00
Data Entry Clerk	3.00				1.00	3.00
Registered Nurse / Chronic Care / CID	1.00				1.00	1.00
Dental Hygienist	1.00				1.00	1.00
Lab Tech	0.50				1.00	0.50
Sub Total	19.50	4.00	2.00	0.00		32.70
Programs						
	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Classification Supervisor	1.00				1.00	1.00
Release Specialist	1.00				1.00	1.00
Classification Counselor (Ratio 1 to 225)	9.00				1.00	9.00
Inmates Records Supervisor	1.00				1.00	1.00
Inmates Records Clerk	3.00				1.00	3.00
Academic Instructor	2.00				1.00	2.00
Academic Counselor	1.00				1.00	1.00
Programs Clerk	1.00				1.00	1.00
Chaplain/Volunteer Coordinator	1.00				1.00	1.00
Assistant Chaplain	1.00				1.00	1.00
Librarian	1.00				1.00	1.00
Library Technician	1.00				1.00	1.00
Vocational Instructor	2.00				1.00	2.00
Recreation Specialist	2.00				1.00	2.00
Life Skills-Transition Specialist	2.00				1.00	2.00
Substance Abuse Counselor	1.00				1.00	1.00

EXHIBIT I

Sub Total 30.00 0.00 0.00 0.00 30.00

Security Supervisors

	NonShift	Lvl	Shift 1		Shift 2		Shift 3		Relief	FTE
Assistant Warden Security	1.00	1							1.00	1.00
Chief of Security	1.00	1							1.00	1.00
Administrative Captain	1.00	1							1.00	1.00
Shift Supervisors - Captain			1.00	1	1.00	1	1.00	1	1.67	5.00
Asst. Shift Supv. - Lieutenant			1.00	1	1.00	1	1.00	1	1.67	5.00
Segregation Lieutenant	1.00			1					1.00	1.00
Disciplinary Lieutenant	1.00			1					1.00	1.00
Housing Supervisors - Sergeant			4.00	1	4.00	1	3.00	1	1.64	18.00
Armory / Locksmith Sergeant	1.00			1					1.00	1.00
Security Clerk	1.00								1.00	1.00

Sub-Total 7.00 6.00 6.00 5.00 35.00

1= Critical post

Correctional Officers

	NonShift	Lvl	Shift 1	Lvl	Shift 2	Lvl	Shift 3	Lvl	Relief	FTE
Transport Officers	4.00								1.20	4.80
Outside Grounds Officer	1.00								1.20	1.20
Inside Grounds Officer	1.00								1.20	1.20
Vehicle Gate Officer	1.00	1							1.20	1.20
Programs Officers	1.00								1.20	1.20
Visitation Officers	8.00		(all 1)						0.60	4.80
Front Entry Officers			1.00	1	1.00	1			1.64	3.28
Recreation Officers	3.00	1							1.64	4.92
Food Service Officers			1.00		1.00				1.64	3.28
Interior Compound Officers			2.00	1	2.00	1	1.00	1	1.64	8.20
Escort/Utility Officer			3.00(1)	1	3.00	1	2.00	1	1.64	13.12
Central Control Officer			2.00	1	2.00	1	2.00	1	1.64	9.84
Segregation Control			1.00	1	1.00	1	1.00	1	1.64	4.92
Segregation Officers			3.00	1	3.00	1	2.00	1	1.64	13.12
Housing Unit 1 Cell Control (360 beds)			1.00	1	1.00	1	1.00	1	1.64	4.92
Housing Unit 1 Cell Officers (360 beds)			2.00	1	3.00	1	2.00	1	1.64	11.48
Housing Unit 2 Cell Control (360 beds)			1.00	1	1.00	1	1.00	1	1.64	4.92
Housing Unit 2 Cell Officers (360 beds)			2.00	1,2	3.00	1,2	2.00	1,2	1.64	11.48
Housing Unit 3 Cell Control (360 beds)			1.00	1	1.00	1	1.00	1	1.64	4.92
Housing Unit 3 Cell Officers (360 beds)			2.00	1,2	3.00	1,2	2.00	1	1.64	11.48
Housing Unit 4 Cell Control (360 beds)			1.00	1,2	1.00	1,2	1.00	1	1.64	4.92
Housing Unit 4 Cell Officers (360 beds)			2.00	1,2	3.00	1,2	2.00	1,2	1.64	11.48
Housing Unit 5 Cell Control (360 beds)			1.00	1	1.00	1	1.00	1	1.64	8.20
Housing Unit 5 Cell Officers (360 beds)			2.00	1,2	3.00	1,2	2.00	1	1.64	11.48
Housing Unit 5 Dorm Control (280 beds)			1.00	1	1.00	1	1.00	1	1.64	4.92
Housing Unit 5 Dorm Officers (280 beds)			3.00	1,2	3.00	1,2	3.00	1,2	1.64	14.76
Housing Unit 6 Dorm Control (280 beds)			1.00	1,2	1.00	1,2	1.00	1,2	1.64	4.92
Housing Unit 6 Dorm Officers (280 beds)			3.00	1,2	3.00	1,2	3.00	1,2	1.64	14.76
Transport / Hospital Officers			2.00	1	2.00	1	2.00	1	1.64	9.84
Perimeter Officers			2.00	1	2.00	1	2.00	1	1.64	9.84
Medical Officer			1.00						1.64	1.64
Rounding										-0.36

Sub-Total 19.00 38.00 41.00 32.00 201.00

1-Critical post 2= essential post

SUMMARY

NonShift Shift 1 Shift 2 Shift 3 Relief FTE

427 of 921

Dated 9/24/2010

EXHIBIT I

Executive Office	12.00	0.00	0.00	0.00	12.00
Business / Support	22.00	0.00	0.00	0.00	22.00
Maintenance	7.00	0.00	0.00	0.00	7.00
Health Care	19.50	4.00	2.00	0.00	32.70
Programs	30.00	0.00	0.00	0.00	30.00
Food Service	3.00	3.00	3.00	0.00	12.00
Security Supervisors	7.00	6.00	6.00	5.00	35.00
Correctional Officers	19.00	38.00	41.00	32.00	201.00
<hr/>					
TOTAL STAFF	116.20	52.00	52.00	37.00	352.20

JOB DESCRIPTION

Job Title:	Business Manager	Position Code:	19372B
Exemption Status:	Exempt	Department:	Business Support
Reports To:	Facility Administrator	Division:	
Review Date:	June 2004	Supervises:	Business Support Staff
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Develops, manages, and implements operational procedures and policies for the business and support services functions of the facility. This includes establishing and maintaining accounting procedures, fiscal reporting methods, procedures for payment of invoices and other related activities. Additional support services functions may include: payroll, human resources, purchasing, communications, food services, warehouse, commissary, inventory property control, laundry, information technology and insurance.

Primary Duties and Responsibilities

- Prepares and monitors annual budget and advises management of budget status.
- Directs the work of other employees. This would include selection, hiring, evaluating performance, employee training/development, promoting and any disciplinary action, including termination.
- Directs the maintenance of recording and control procedures involving the collection, evaluation, processing, preparation, submission and reconciliation of accounts.
- Participates in overall facility planning activities.
- Prepares and approves billing documents and submits invoices for payment.
- Reviews and approves all financial and accounting records, transactions, and functions of the facility and inmates.
- Provides for receiving, storing, and accountability of supplies, services, and equipment.
- Maintains census figures, meals served, man-day figures, and other pertinent data.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor's Degree in business related field such as Business, Finance, or Accounting required and a minimum of five (5) years of work experience in a finance-related role required with budget preparation/control or administration of government contracts preferred, or an equivalent combination of work experience and education. (Master's degree in business or public administration can substitute for one year of the required supervisory experience.)
- Must exhibit leadership qualities to gain the respect of all employees. Must have the ability and desire to work in a cooperative manner and to make management decisions.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP VEHICLES		X		
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING		X		
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Assistant Business Manager	Position Code:	19372H
Exemption Status:	Exempt	Department:	Business Support
Reports To:	Business Manager	Division:	
Review Date:	June 2004	Supervises:	Business Support Staff
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under general supervision, assists in managing all accounting functions of the facility to include cash control, funds disbursement, accounts receivable, accounts payable and payroll. Prepares facility financial reports, analyzes trends, costs, revenues, financial commitments and obligations to predict future revenues and expenses.

Primary Duties and Responsibilities

- Oversees and maintains employee payroll ensuring that wages are correct and that time sheets are properly approved.
- Researches, complies and analyzes financial data for the preparation of budget, reports, lists, and miscellaneous management requests. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts.
- Makes bank deposits, writes checks, maintains regular balance controls, and reconciles bank statements.
- Makes local purchases and initiates larger purchase requisitions through corporate headquarters.
- Verifies calculations to balance receipts and/or to determine taxes, discounts, deductions and additional charges.
- Assists in the distribution of payroll checks and/or reports to employees and management.
- Maintains the petty cash fund.
- Supervises the practice of accurate inventory of all items in the warehouse, food services, maintenance, or any other area where supplies are stored for distribution.
- Manages office clerical staff, including selection, hiring, evaluating job performance, employee training/development, promoting and any disciplinary action, including termination.
- Functions in the role of Business Manager in his/her absence.
- Facilitates special projects as directed by management.
- Performs other duties as assigned.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Minimum Requirements

- Bachelor's degree in Accounting or related field and a minimum of three (3) years of work experience in a finance-related role, or an equivalent combination of work experience and education required.
- Must exhibit leadership qualities to gain the respect of all employees. Must have the ability and desire to work in a cooperative manner and to make management decisions.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Accountant Bookkeeper	Position Code:	19375H
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Asst. Business Manager	Division:	
Review Date:	May 2006	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under direct supervision, performs accounting functions including cash control, funds disbursement, accounts receivable, accounts payable, and payroll. This position requires the application of varied bookkeeping and business procedures. Work requires familiarity with company financial policies to include accounting, payroll, and other areas.

Primary Duties and Responsibilities

- Processes all accounts payable, accounts receivables, checking accounts, employee payroll, and inmate payroll.
- Maintains and distributes employee payroll ensuring that employee time is accounted for per GEO Policy.
- Makes bank deposits, writes checks, and maintains regular balance controls on all checking accounts.
- Collects and counts all cash, money orders or certified checks that have been accepted for inmates, and credits the amount to the appropriate inmate account.
- Develops and submits required reports relative to all aspects of accounts payable, accounts receivable, checking accounts, employee payroll, inmate payroll, and inmate trust.
- Prepares employee travel orders, advances, and expense reimbursements.
- May oversee the receptionist/admin clerk in daily performance and evaluation of job duties.
- Ensures accurate inventory of all items in the warehouse, food service, maintenance, and any other area where supplies are stored for distribution.
- Performs other duties as assigned.

Minimum Requirements

- High School Diploma or equivalent. Associate's degree in Accounting, Business, Finance, or closely related field preferred.
- Two (2) years in an accounting related capacity.
- General clerical aptitude. Working knowledge of business English, good grammatical and spelling skills, and ability to develop correspondence, reports, and operational directives.
- Working knowledge of office equipment such as computer terminals, fax machines, copy machines.
- Excellent organizational and communication skills. Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with the public and inmates.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Must be able to deal with people in a variety of changing and complex situations. Must satisfactorily complete The Geo Group, Inc. pre-service training for non-custodial staff.
- Ability to work with computers and the necessary software typically used by the department.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	MIS Specialist	Position Code:	19375M
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Business Manager	Division:	IS
Review Date:	September 2008	Supervises:	MIS Technician
		Facility:	Blackwater Correctional Facility

Summary

This position supports, advises, and maintains, various computer operations throughout a facility, including technical support, telecommunication, computer operations, and network administration.

Primary Duties and Responsibilities

- Provides technical support to ensure that personal computers and server (hardware and software) are performing properly. Coordinates with the Corporate and/or Regional staff on an as needed basis or with other duties as assigned.
- Tracks technology inventory.
- Performs necessary research on specifications and orders hardware and software inventory required to be fully functional and in compliance with Corporate standards.
- May monitor the facility computer operation's budget in conjunction with Regional I.T. staff.
- Maintains security administration of systems and assigns local domain log-in profile and passwords for staff as necessary; ensures that users have access to appropriate applications and files that will allow them to perform their assigned duties.
- Creates, maintains, modifies, and produces accurate and timely reports using Crystal Reports on GEOnet system.
- Collaborates with the training department to develop and implement system training on a regular basis to all appropriate staff personnel.
- Maintains daily backups on LAN and restores when required.
- Maintains security, operation and maintenance of system.
- Ensures strict adherence to software licensing rules and maintains careful records.
- Generates reports and summaries requiring technical expertise on utilization, projected needs and other areas as requested by management.
- Travels to other facilities not limited to the staff's home region as needed.
- General knowledge of telephone systems.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor's degree in Computer Science or related field with a minimum of five (5) years of work experience in a related role with experience in hardware and software operations.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Educational and progressive work experience may be substituted for a bachelor's degree at management's discretion.

- Ability to identify and solve computer problems and act independently with a wide variety of employees and vendors required.
- Good troubleshooting skills and the ability to understand and resolve technical problems independently.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY			X	
CLIMBING		X		
WALKING		X	X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Accounting Clerk	Position Code:	19375G
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Business Manager	Division:	
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under direct supervision, performs standard and routine accounting activities. Work requires capabilities in basic accounting and business procedures.

Primary Duties and Responsibilities

- Performs account reconciliations as directed by management: general ledger, preparation of accounting statements and financial reports.
- Operates adding machine, calculator, copy machine and other office machines.
- Operates a computer system with printer.
- Performs simple and routine accounting and bookkeeping clerical functions.
- Recognizes and compares numbers and codes on accounting documents.
- Verifies mathematical accuracy.
- Identifies discrepancies and brings them to management's attention.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Two (2) years of clerical experience or an equivalent combination of clerical/secretarial, fiscal and accounting experience required.
- Working knowledge of office and accounting practices and procedures required.
- Working knowledge of business English, good grammar and spelling skills, and ability to develop correspondence, reports and operational directives required. Must have a proven history of exercising discretion and retaining confidentiality.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Payroll Clerk	Position Code:	19375N
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Business Manager	Division:	Business
Review Date:	June 2005	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Compiles payroll data to complete payroll cycles and maintain payroll records.

Primary Duties and Responsibilities

- Compiles payroll data such as hours worked, time tracking, taxes, insurance, and garnishments to be withheld, and employee identification number, from time sheets and other records.
- Prepares computer input forms, enters data into computer files, or computes wages and deductions and posts to payroll records.
- Reviews wages computed and corrects errors to ensure accuracy of payroll.
- Records changes affecting net wages such as exemptions, insurance coverage, and loan payments for each employee to update master payroll records.
- Records data concerning transfer of employees between departments.
- Prorates expenses to be debited or credited to each department for cost accounting records.
- Prepares periodic reports of earnings, taxes, and deductions.
- Keeps records of leave pay and nontaxable wages.
- Prepares and issues paychecks.
- Performs other duties as assigned.

Minimum Requirements

- High School diploma or GED certificate.
- Two (2) years of progressive experience in a clerical or payroll capacity. Working knowledge of payroll procedures. General clerical aptitude.
- Above average organizational and communication skills. Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with employees and inmates. Must be able to deal with people in a variety of changing and complex situations.
- Ability to prepare basic written reports.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Inmate Banking Clerk	Position Code:	19375Q
Exemption Status:	Non-Exempt	Department:	Administration
Reports To:	Asst. Business Manager	Division:	Business
Review Date:	March 2006	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Creates and maintains financial records of individual inmate accounts. The duties typically include performing routine accounting clerical operations such as examining, verifying, and correcting accounting transactions to ensure completeness and accuracy of data.

Primary Duties and Responsibilities

- Balances assigned accounts on a daily basis.
- Assists with data entry and maintenance of computerized files.
- Collects and counts cash, money orders, or certified checks that has been accepted for inmates and credits the amount to the appropriate inmate account.
- Makes withdrawal transactions on individual inmate accounts for various payments ensuring that expenditures will not exceed obligations in the accounts.
- Works in conjunction with the commissary staff to credit the appropriate inmate account for purchases from the commissary when necessary.
- Develops and submits required reports relative to the facility inmate account system, as well as other reports required. Audits the inmate accounts pursuant to facility and client policy.
- Tracks the intake of new inmates daily to create new inmate accounts in the KEEP Account System.
- Closes inmate accounts prior to the release of an inmate. Assists in the inmate release process as required.
- Places checks on hold, tracks holds, and releases funds when appropriate.
- Restricts inmate accounts when the inmates are placed on FRP Refuse status or receive disciplinary action.
- Completes forms to be used by the U.S. Courts which involves computing an average daily balance on an individual account for a six month period.
- May sell meal tickets to staff and balance the meal ticket drawer weekly.
- Responds to incoming telephone calls and takes messages in the absence of management personnel.
- Maintains strict control of all equipment and supplies used in performance of duty especially those items that could be used for illicit purposes. Reports any missing or damaged items immediately to appropriate supervisory staff.
- Assists in maintaining facility security, especially in area of responsibility, and promptly reports any violations or security hazards to appropriate supervisory staff. Provides assistance at other clerical posts as required.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required. Courses in high school accounting or accounting for bookkeepers offered by a college preferred.
- Two (2) years of progressive clerical experience with emphasis on fiscal and accounting duties.
- Ability to work with computers and the necessary software typically used by the department.
- General clerical aptitude.
- Working knowledge of bookkeeping practices and business English with good grammatical and spelling skills, and ability to develop correspondence, reports and operational directives.
- Excellent organizational and communication skills.
- Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with the public and inmates
- Must be able to deal with people in a variety of changing and complex situations.
- Ability to understand and carry out moderately complex oral and written instructions.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (10-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Inmate Property Clerk	Position Code:	19375J
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Business Manager	Division:	
Review Date:	January 2005	Supervises:	None
Edited:	May 2007	Facility:	Blackwater Correctional Facility

Summary

This position collects, inspects, and inventories all personal property of incoming inmates. It requires familiarity with policies, procedures and practices established by the organization. The sensitive nature of the position requires the incumbent to exercise discretion and retain confidentiality of information obtained by discussions or recorded data.

Primary Duties and Responsibilities

- Adheres to all policies, procedures, and specific facility regulations including posted special orders and instructions.
- Assists with data entry and maintenance of computerized files.
- Collects, inspects and inventories all personal property of incoming inmates when they first arrive at the facility.
- Provides inmates with a receipt for all personal property stored for them, pursuant to facility policy.
- Maintains inmate personal property in a safe and secure manner until their release from custody.
- Develops and submits required reports relative to inmates' stored property, as well as other reports as required.
- Prepares property for the release of inmates.
- Assists in the inmate release process as required.
- Responds to incoming telephone calls and takes messages in the absence of management personnel.
- Performs other duties as assigned.

Minimum Requirements

- High School diploma or GED certificate.
- Two (2) years of administration support experience preferably in a correctional environment.
- Experience in word processing and good knowledge of various software programs.
- Working knowledge of general office procedures.
- General clerical aptitude.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Switchboard Receptionist	Position Code:	193750
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Business Manager	Division:	
Review Date:	June 2007	Supervises:	None
		Facility:	Blackwater Correctional Facility

Summary

Under direct supervision, this position operates the facility telephone system to direct incoming calls and place outgoing calls. In addition, it greets vendors, customers, job applicants and other visitors, and arranges for transportation services when needed. Finally, this position may provide a variety of clerical support activities as needed.

Primary Duties and Responsibilities

- Retrieves messages from voice mail and forwards to appropriate personnel.
- Answers incoming telephone calls, determines purpose of callers, and forwards calls to appropriate personnel or department.
- Takes and delivers messages or transfers calls to voice mail when appropriate personnel are unavailable.
- Answers questions about organization and provides callers with address, directions, and other information.
- Welcomes on-site visitors, determines nature of business, and announces visitors to appropriate personnel.
- Monitors visitor access and issues passes when required.
- May update appointment calendars.
- Receives, sorts, and routes mail, and maintains and routes publications.
- Maintains fax machines, assists users, sends faxes, and retrieves and routes incoming faxes.
- May take payments for services and products.
- May prepare travel vouchers.
- Orders, receives, and maintains office supplies.
- Creates and prints fax cover sheets, memos, correspondence, reports, and other documents when necessary.
- Performs other clerical duties as needed, such as filing, photocopying, and collating.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or general education degree (GED) and one (1) to three (3) months related experience and/or training; or equivalent combination of education and experience.
- Pleasant demeanor, ability to multi-task and provide superior customer service is required.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.
- Ability to perform basic mathematical equations.
- Ability to apply common sense understanding to carry out detailed written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.
- Experience in office procedures and related clerical duties preferred.
- Ability to provide effective customer service by responding promptly to customer needs, services, and inquiries.
- Ability to maintain confidentiality.
- Ability to listen to others without interrupting and keeping emotions under control.
- Ability to speak clearly and persuasively in positive or negative situations; listen and get clarification; and respond well to questions.
- Ability to treat people with respect.
- Ability to keep commitments; work with integrity and ethically; and uphold organizational values.
- Ability to follow policies and procedures; complete administrative tasks correctly and on time; and support the organization's goals and values.
- Ability to adapt to changes in the work environment; manage competing demands and adapt to frequent change, delays, or unexpected events.
- Must be consistent at work and on time and ensures work responsibilities are covered when absent.
- Must follow instructions and respond accordingly to management direction
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING				X
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Mailroom Supervisor	Position Code:	19379D
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Business Manager	Division:	Mailroom
Review Date:	June 2004	Supervises:	Mailroom Staff
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Supervises mailroom activities, including the sorting and delivery of incoming mail, as well as the preparation and sending of outgoing mail.

Primary Duties and Responsibilities

- Supervises the operational work flow of the facility mailroom to ensure efficiencies and adherence to company standards. Includes significant input into job performance evaluations of these positions, including development, retention and termination.
- Inspects and seals all outgoing detainee mail. Logs and inspects all detainee packages.
- Sorts, locates, opens, inspects and bundles all incoming detainee mail and publications.
- Distributes all inter-office mail for the facility departments.
- Documents, processes and files all incoming/outgoing mail denials.
- Logs and processes all incoming/outgoing legal, special, medial and certified mail.
- Operates postage machine and other mailroom office machines.
- Handles all problems and special requests that occur.
- May supervise the receipt and allocation of office supplies and other miscellaneous items for the facility.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum of one (1) year related work experience in mailroom operations.
- Working knowledge of business English and spelling.
- Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with the public and inmates.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Mailroom Clerk	Position Code:	19375K
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Mailroom Supervisor	Division:	
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Distributes and collects incoming mail. Collects and processes outgoing mail. Responsibilities include determining, affixing, and recording postage on registered mail and packages.

Primary Duties and Responsibilities

- Inspects and seals all outgoing detainee mail. Logs and inspects all detainee packages.
- Sorts, locates, opens, inspects and bundles all incoming detainee mail and publications.
- Distributes all inter-office mail for the facility departments and detainees.
- Documents, processes, and files all incoming/outgoing mail denials.
- Logs and processes all incoming/outgoing legal, special, medial and certified mail.
- Operates postage machine and other mailroom office machines.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Ability to understand and carry out moderately complex oral and written instructions.
- General clerical aptitude required, with related work experience in a clerical environment preferred.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Commissary Supervisor	Position Code:	19379B
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Business Manager	Division:	Commissary
Review Date:	June 2004	Supervises:	Commissary Staff
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Responsible for the daily operation of the facility commissary including inventory control, supply acquisitions, accounting-related reports, and directing the work of others.

Primary Duties and Responsibilities

- Provides control over operation of commissary and ensures standard accounting procedures are followed. Responsible for the selection, acquisition, stocking, auditing and inventory of all commissary items. Orders supplies from vendors and processes special purchase orders.
- Processes detainee purchases and enters transactions into detainee accounts.
- Responsible for the equipment, safety, work quality, methods, policies and procedures in the operation of the commissary.
- Supervises employees and assigned detainees. Has significant input into job performance evaluations of these positions, including development, retention and termination. Has limited authority to make management decisions within the areas of responsibility as established by facility management.
- Prepares various operational reports, including but not limited to profit/loss statements, sales tax, inventory, and other reports as requested by management.
- Picks up commissary supplies from area vendors.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum two (2) years of retail sales and marketing or relevant work experience required.
- Must have a working knowledge of office and accounting practices and procedures.
- One (1) year of business or relevant work related courses preferred.
- Experience in point of sales computer software preferred.
- Must have proficiency in business English, spelling and math.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS		X		
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS				
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY			X	
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Commissary Clerk	Position Code:	193751
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Commissary Supervisor	Division:	Commissary
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under direct supervision, responsible for providing assorted items to detainees from approved commissary list. Responsibilities include stocking, straightening, taking inventory of merchandise and returns, ordering commodities, filling prisoner orders and calculating and verifying charges.

Primary Duties and Responsibilities

- Receives, examines and properly stores all commodities and ensures appropriate sanitation standards are met. Stocks display shelves and refrigerated boxes with detainee assistance as needed.
- Orders commodities based upon approved commodities list.
- Maintains an inventory system that accurately determines quantity on hand, purchased, and sold. Provides detainees with an up-to-date list of items stocked in the commissary.
- Fills orders and issues supplies from inventory.
- Ensures the commissary area is cleaned daily and free from pests and/or rodents.
- Directs the work flow of detainees working in the commissary.
- Assists in conducting periodic inventories.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Strong business and organization skills required. Experience in a retail store as a clerk or stockroom clerk preferred.
- Must be mature, flexible, cooperative and empathetic to the total needs of the institution.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS			X	
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS			X	
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY			X	
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Warehouse Coordinator	Position Code:	19379A
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Business Manager	Division:	
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Supervises the receiving, storing, ordering, packing, shipping, and filling staff orders of materials for facility warehouse and supply operations. Maintains stock records, inventories, ordering, schedules and verifying assessed charges.

Primary Duties and Responsibilities

- Receives, stores and issues supplies.
- Orders supplies and equipment for the facility based upon anticipated requirements and the development of an organized purchasing system. Maintains an inventory system that accurately determines quantity on hand, purchased, and distributed.
- Maintains records, completes reports and other recordkeeping as required.
- Ensures appropriate housekeeping standards in the warehouse.
- Maintains order and security of the area at all times.
- Provides staff with an up-to-date list of items stocked in the warehouse.
- May lead and direct the work of other employees, which includes significant input into job performance evaluations of these positions, including development, retention and termination.
- May direct work, provide training and perform inspections of work performed by detainee warehouse staff.
- Recognizes unusual or threatening safety conditions and takes appropriate corrective action.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum of four (4) years of experience in a retail store as a supervisor and/or stockroom supervisor or in a related area required.
- Familiarity with a variety of the field's concepts, practices, and procedures including knowledge of OSHA and other applicable safety standards and practices, inventory control required.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS				X
61 OR MORE LBS			X	
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS			X	
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES			X	
WORKING WITH MACHINERY			X	
CLIMBING			X	
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Warehouse Clerk	Position Code:	19375P
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Warehouse Coordinator	Division:	Warehouse
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Assists in the supervision of the receiving, storing, ordering, packing, shipping, and filling staff orders of materials for facility warehouse and supply operations. Maintains stock records, inventories, ordering, schedules and verifying assessed charges.

Primary Duties and Responsibilities

- Receives, stores and issues supplies.
- Orders supplies and equipment based upon determined needs and requirements. Maintains an inventory system that accurately determines quantity on hand, purchased, and distributed.
- Maintains records, completes reports, time sheets, etc. as directed.
- Ensures appropriate housekeeping standards in the warehouse.
- Maintains order and security of the area at all times.
- Provides staff with an up-to-date list of items stocked in the warehouse.
- Stocks warehouse with inmate assistance as needed.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum of four (4) years of experience in the field or in a related area required. Experience in a retail store as a supervisor and/or stockroom supervisor preferred.
- Strong organization skills required. Experience in a retail store as a supervisor and/or stockroom supervisor preferred.
- Familiar with a variety of the field's concepts, practices, and procedures including knowledge of OSHA and other applicable safety standards and practices, inventory control. Ability to recognize unusual or threatening safety conditions and take appropriate corrective action.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING			X	
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS			X	
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS			X	
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES			X	
WORKING WITH MACHINERY			X	
CLIMBING			X	
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Laundry Supervisor	Position Code:	19379C
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Business Manager	Division:	Laundry
Review Date:	June 2004	Supervises:	Laundry Staff
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Supervises work performed in the facility laundry area including receiving, cleaning and distribution of laundry.

Primary Duties and Responsibilities

- Supervises the pick-up, sorting or clothing and distribution of laundry to detainees.
- Supervises detainees in a closed environment, which includes the initial training of the detainee workers prior to actual work performed. Maintains a running count of detainees in the laundry area to maintain department security. Maintains a safe working environment and continually train inmates in safety awareness.
- Completes maintenance inspections, end-of-shift reports, weekly inventories, cost per-load documentations and other required reports.
- Performs required inspections of industrial washers and dryers.
- Routinely inspects clothing, laundry bags, towels and linen for repair and/or disposal.
- Orders supplies based upon approved facility lists. Plans for purchasing supplies from the development of an organized purchasing system.
- Maintains an inventory system that accurately determines quantity on hand, purchased, and sold.
- Provides staff with an up-to-date list of items stocked in the warehouse. Receives and properly stores all supplies and ensures appropriate housekeeping standards are met.
- Assists in conducting periodic inventories. Distributes supplies when required.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Relevant work experience in the use of industrial machinery required.
- Experience in cost awareness and cost control methods preferred.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			x	
11-20 LBS			x	
21-40 LBS			x	
41-60 LBS		x		
61 OR MORE LBS	x			
PUSHING OR PULLING:				
1-40 LBS			x	
41-60 LBS			x	
61 OR MORE LBS		x		
BENDING OR STOOPING			x	
REACHING ABOVE SHOULDER LEVEL			x	
DRIVING AUTOMATIC EQUIP VEHICLES	x			
WORKING WITH MACHINERY			x	
CLIMBING		x		
WALKING			x	
STANDING			x	
SITTING			x	
WORKING IN EXTREME TEMPERATURES			x	

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Laundry Technician	Position Code:	19379E
Exemption Status:	Non-Exempt	Department:	Business Support
Reports To:	Laundry Supervisor	Division:	Laundry
Review Date:	June 2005	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Performs duties and tasks related maintaining the facility's laundry operations to include control and supervision of workers and the safe operation of the equipment used. A thorough knowledge of facility operational procedures, facility emergency plans and other directional memoranda issued by authorized staff is required to perform the assigned duties of this position.

Primary Duties and Responsibilities

- Monitors daily usage and inspects the industrial washers and dryers, in addition to all other equipment in the laundry facility.
- Adjusts valves, switches and levers to start, operate, and stop the machinery, in addition to controlling the temperature of the water.
- Ensures that laundry equipment is checked on a regular basis and that any problems noted are reported to the property authority. Performs basic maintenance and repair of laundry equipment using manuals and their past history.
- Re-issues and exchanges worn-out clothing.
- Maintains security measures by counting and making rounds through the laundry on a periodic basis. Makes random searches of the laundry. Ensures that no ironing or starching is done on unauthorized clothing.
- Ensures sick-outs are called in to the Control Center during counts.
- Maintains an updated inventory of all clothing in the building such as, but not limited to clothes to be repaired, blankets, and uniforms. Ensures that the proper amount of cleaned clothing is returned to the delivering officer.
- Ensures that the building, as well as the outside area designated for laundry, is kept clean and secure.
- Accounts for all tools assigned to the laundry. Notifies immediate supervisor if tools are missing.
- Controls, issues, and accounts for all chemicals and hazardous materials used in the laundry operation. Ensures that all materials are in accordance with all safety and ACA Standards.
- Performs other duties as assigned.

Minimum Requirements

- High School diploma or GED equivalent.
- Experience in the use of industrial machinery.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Must be mature, flexible, cooperative and empathetic to the total needs of the facility.
- Ability to work under policies and regulations.
- Must be in good physical condition and of good moral character.
- Must be able to communicate effectively, both verbally and in writing.
- Ability to work with computers and the necessary software typically used by the department.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS				X
11-20 LBS				X
21-40 LBS				X
41-60 LBS			X	
61 OR MORE LBS			X	
PUSHING OR PULLING:				
1-40 LBS				X
41-60 LBS				X
61 OR MORE LBS			X	
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY				X
CLIMBING			X	
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Correctional Officer	Job Code:	19377A
Exemption Status:	Non-Exempt	Department:	Security
Reports To:	Lieutenant	Division:	
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

This position oversees and maintains custody, care, and control of inmates or detainees of a facility, while enforcing the rules, regulations, policies, and procedures of the company and contracting agency.

Primary Duties and Responsibilities

- Oversees and monitors the activities of the inmates or detainees in living areas, recreation activities areas, dining areas and visitation areas.
- Coordinates and monitors inmate or detainee movements, conducts counts, and provides emergency response as needed.
- May be assigned to various posts including, but not limited to, the control room, front and sally port entrance, health services, special housing, perimeter security, transportation, work details, reception, intake, and visits officer, etc., as required by management.
- Provides security in program activities and supervises labor crews in various areas around facility.
- Conducts shakedown for contraband materials, either individually or as part of a specialized team. Confiscates contraband in accordance to facility and contracting agency policies and procedures.
- Initiates disciplinary reports on inmates or detainees.
- Prepares reports and maintains daily logs as required.
- Ensures prompt and appropriate assistance to inmates or detainees in the event of injury, illness or trauma.
- Promotes facility cleanliness and reports need for maintenance or repairs.
- Serves as member of special teams to respond to emergencies as required.
- Completes training courses as required by facility training standards.
- Performs correctional duties for any shift as defined by management.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- College coursework and advanced training in behavioral sciences, correctional services or related field preferred. Training in cultural diversity or sensitivity preferred.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Possession of applicable state requisites for employment.
- Ability to work overtime as required.
- Ability to handle physical and mental stress associated with working extended hours.
- Must be able to regularly report to work without being late.
- Ability to be physically alert on any shift that is assigned.
- Ability to work up to sixteen (16) hours within a rolling 24 hour period.
- Work experience in a correctional setting preferred.
- May be required to possess valid state driver’s license.
- Must be mature, flexible, able to command the respect and confidence of inmates or detainees and staff, philosophically committed to the objectives of the facility, and possess a high tolerance to mental stress.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING				X
STANDING				X
SITTING		X		
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Facility Administrator	Position Code:	19372A
Exemption Status:	Exempt	Department:	Executive Office
Reports To:	VP, Regional Operations	Division:	Administration
Review Date:	June 2004	Supervises:	Facility Staff
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Chief administrator of the facility. Works cooperatively with the regional and local management to develop and attain the goals and objectives of the facility according to the policy direction of the company and within the scope defined by the client agency. Has budgetary responsibility for all facility expenses.

Primary Duties and Responsibilities

- Plans, and provides leadership, for the administrative, security and treatment programs of the facility. Makes long-range plans and schedules. Sets goals and establishes objectives to achieve such plans.
- Develops and maintains close working relationships with the client departments and their representatives.
- Approves initiates, interprets, revises and enforces policies and directives for efficient administration. Supplements policies with written guidelines and procedures.
- Directs the activities of all facility functions, assigns duties and delegates authority to accomplish them. Delegates authority for the selection, advancement and termination of staff, including ongoing staff training, communications, development and staff disciplinary hearings.
- Directs the work of other employees, including selection, hiring, evaluating job performance, employee training/development, promoting and any disciplinary action, including termination.
- Ensures that adequate procedures, methods, and techniques are established in all programs, disciplines, and operations so that functions are executed with maximum efficiency and cost effectiveness. Monitors compliance with established facility methods and systems and seeks improvements in all departmental areas including but not limited to security, business services, food service, medical service, programs, and maintenance.
- Provides adequate facilities, space and equipment for inmates and staff.
- Ensures the ability of the facility staff to respond appropriately to emergencies.
- Provides proper safeguards and conducts regular scheduled physical inspections for health, safety, and welfare of inmates, staff and property of the facility.
- Clears policy matters with the appropriate corporate and/or client officials, whenever necessary, and advises facility management and staff of pertinent matters.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Remains aware of statutory requirements, and legal decisions, that affect administrative decisions and/or operations of the facility.
- Analyzes proposals, financial statements, records, statistical reports, budget estimates and justifications for proposed expenditures.
- Develops and maintains close working relationships with government and private agencies including local, state and federal law enforcement units, and the community.
- Responds on a 24-hour, 7-day basis to significant unusual occurrences.
- Performs other duties and responsibilities as needed to ensure the effective and successful operation of the facility.

Minimum Requirements

- Bachelor's degree in the behavioral sciences or related field supplemented by courses in business administration and a minimum of ten (10) years of work experience in a correctional/detention facility at the minimum level of associate facility administrator/warden or an equivalent combination of education and work experience required.
- Exceptions may be made concerning supervisory experience if the candidate clearly demonstrates the ability to supervise the proper administration of a correctional/detention facility of a substantial number of inmates.
- Must possess a working knowledge of program objectives, policies, correctional laws, applicable court orders, procedures and requirements for managing a secure correctional facility as demonstrated by having a combination of relevant work, education and research experience.
- Must have strong leadership ability, sound judgment, and effective administrative ability. Possesses a thorough knowledge and understanding of the objectives and principles of career development and advancement programs. Clearly demonstrates the ability to guide, direct and coordinate the efforts of others.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Asst Warden, Programs	Position Code:	19372Q
GEO Title:	Asst Facility Admin, Programs	Department:	Programs
Exemption Status:	Exempt	Division:	
Reports To:	Facility Administrator	Supervises:	Program Staff
Review Date:	June 2004	Facility:	Blackwater Correctional Facility
Edited:	April 2007		

Summary

Responsible for the oversight of programs, ensuring that goals and objectives are accomplished according to policy directions of the corporation and within the scope defined by the contract. Responsible for the quality of services provided to inmates and works in conjunction with the Facility Administrator to remedy deficits and enrich programs. Assists in overall administration of the facility.

Primary Duties and Responsibilities

- Ensures all inmates in the programs receive quality services, which comply with standards set by GEO.
- May direct or co-lead inmate groups in special topic areas such as self-esteem, sexuality, etc.
- Locates, evaluates and utilizes community resources for inmates.
- Ensures proper processing of all inmates for programmatic needs.
- Directs diagnostic, treatment and aftercare planning for inmates.
- Provides supervision of treatment programs. Works closely with consulting psychologists and other professionals.
- Assesses needs of program staff and provides regularly scheduled supervision and/or training to address those needs.
- Works with individual and group modalities of supervision and training.
- Provides individual supervision to all programs staff.
- Provides case consultations and one-to-one counseling for difficult inmates or when serious incidents occur.
- Assists in the preparation of program proposals.
- Writes program policies and procedures for periodic updates.
- Reviews and participates in the development of the service plans as a member of the multi-disciplinary team.
- Directs all department functions, activities and supervision of personnel.
- Prepares departmental progress reports.

Minimum Requirements

- Bachelor's degree preferred. Master's degree in Education, Psychology, counseling preferred.
- Five (5) years experience managing a correctional education program.
- Ability to perform well in crisis situations is critical.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Must possess excellent oral and writing skills.
- Must be mature, flexible, intellectually alert, able to command the respect and confidence of inmates and staff, and philosophically committed to the objectives of the facility.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIPMENT VEHICLES		X		
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Executive Secretary	Position Code:	19375A
Exemption Status:	Non-Exempt	Department:	Executive Office
Reports To:	Facility Administrator	Division:	Administration
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Assists management by performing confidential, clerical and administrative duties, thereby relieving management of minor, often routine business detail otherwise important to the operation of the facility. May lead and direct the work of others. A wide degree of creativity and latitude is expected.

Primary Duties and Responsibilities

- Organizes office operations and procedures for the efficient flow of work within the administrative office as well as the integration of interdepartmental workflow and sequence.
- May take and transcribe dictation, in addition to performing oftentimes advanced clerical and administrative duties. Establishes uniform correspondence procedures and style practices. Composes and types general correspondence based on knowledge of management views and/or verbal instructions for management approval.
- Makes appointments, gives information and/or directs callers and opens mail, exercising judgment concerning priority. Reads outgoing correspondence for policy or viewpoint conflicts. Summarizes content of incoming materials.
- May exercise lead work responsibility over clerical personnel.
- May perform human resources type duties to include disseminating corporate and facility policies and procedures in addition to clerical duties related to employee performance, status changes, benefits enrollment and similar ancillary duties. May operate under the direction of the facility Human Resources staff.
- Establishes and maintains effective working relations with a wide spectrum of employees, officials, and the public.
- Arranges travel schedules and reservations.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum of five (5) years experience in a responsible administrative secretarial position or related field. Appropriate accreditation and/or certification in related field may supplement work experience requirement.
- Proficient with general PC application software products (Microsoft Office suite).

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Ability to exercise initiative, judgment, and knowledge in the performance of complex, confidential, and sometimes difficult duties.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING		X		
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Human Resources Manager	Position Code:	19372F
Exemption Status:	Exempt	Department:	Executive Office
Reports To:	Facility Administrator	Division:	Human Resources
Review Date:	November 2004	Supervises:	HR Staff
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

This position functions within the most complex facility's within the organization. It functions as a manager of a staff and the human resource functions. It manages the administration and implementation of human resources policies, programs and practices. In addition, this position interprets organizational policies and works toward implementing them within the assigned facility.

Primary Duties and Responsibilities

- Serves as advisor to the Warden and Senior Management Staff on Human Resources issues.
- Develops and administers an effective recruitment program.
- Prepares, recommends, and maintains records and procedures for controlling personnel transactions and reporting personnel data.
- Directs the maintenance of personnel records.
- Serves as EEO specialist and maintains affirmative action plan.
- Proposes, publishes, and administers personnel policies.
- Administers classification programs, which include classifying and reclassifying positions, and writing job descriptions.
- Directs the application process, assuring conformity to GEO, BOP, EEO policy.
- Oversees the processing of all new employees and change-of-status forms.
- Provides public information such as verifying employment.
- Conducts orientation programs and in-service training on personnel/EEO policies and procedures.
- Manages an assigned human resource staff and performs the duties typically associated with a management level including discipline, promotion, rewards, and performance.
- Coordinates grievance/disciplinary hearings and activities.
- Coordinates benefit program.
- Monitors unemployment claims and assists with appeals.
- Monitors performance appraisal program
- Monitors workers' compensation claims and coordination between employee and insurance carrier.

Minimum Requirements

- Eight (8) years of relevant Human Resources work experience; or

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- A bachelor's degree in personnel management, public administration, psychology, or education; and three (3) years general experience in Human Resources.
- SHRM Certified Senior Professional (SPHR) preferred.
- General knowledge of the principles and practices of personnel administration; knowledge of sound techniques in all aspects of personnel management; knowledge of the organizations and operations of administrative programs; ability to develop long-term plans and programs and to evaluate work accomplishments; ability to apply and adapt practices and techniques to the special requirements of senior management; ability to establish and maintain effective relationships with other management staff, employees, and the general public; ability to present facts and recommendations effectively in oral and written form.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Human Resources Specialist	Position Code:	19375E
Exemption Status:	Non-Exempt	Department:	Executive Office
Reports To:	HR Manager	Division:	Human Resources
Review Date:	May 2006	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under limited supervision, provides para-professional administrative support in functional areas of the Human Resources which include recruitment and employment, personnel records, employee relations, regulatory reporting requirements, benefits administration and other areas as needed. May lead and direct the work of others. A wide degree of creativity and latitude is expected in order to perform the essential functions of this position.

Primary Duties and Responsibilities

- Facilitates the recruiting efforts of the facility. This includes maintaining job posting files and related documents, applicant files, scheduling interviews, pre-screening resumes prior to sending to corporate hiring managers for consideration, conducting interviews, involvement with the selection process and the administrative processing of job offers. Verifies charges to services authorized for the recruiting and staffing function.
- Serves as liaison and point of contact for facilities regarding background checks.
- Provides necessary referral support for the Employee Assistance Program (EAP).
- Reviews facility personnel/payroll policies and procedures to ensure that they are applicable, effective, and complies with contract agency, local, state and federal laws and corporate policies, procedures, and directives.
- Facilitates new employee orientation to foster positive attitude and understanding of the employee handbook.
- Resolves employee personnel inquiries and submits necessary inputs, changes, additions and deletions into the computer system for correction. Refers unusual or unresolved problems to local management and/or corporate for resolution.
- Maintains records of insurance coverage, retirement plans, and personnel transactions such as hires, promotions, transfers, performance reviews, terminations, and other related personnel and payroll issues.
- May attend hearings as the human resources department representative.
- May compile information to file worker's compensation claims for employees and for the insurance carrier.
- May lead and direct the work flow of others. Has significant input into job performance evaluations of these positions, including development, retention and termination.
- Prepares routine and special reports by conducting necessary analysis to trends and identifying problem areas where the margin for error is small and level of importance is high.
- Performs other duties as assigned.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Minimum Requirements

- High school diploma or equivalent and a minimum of three (3) years of related work experience in Human Resources, or an equivalent combination of related work experience and education required.
- Good working knowledge and familiarity with Human Resources concepts, practices, procedures and basic employment laws required.
- Experience working with an in-house HR Information System preferred.
- Must exhibit leadership qualities to gain the respect of all employees.
- Excellent organization, communication (both written and verbal), and interpersonal skills required. Must be able to handle sensitive and confidential information. Must have proven history of ability to multi-task and work in a fast paced environment.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	HR/Training Clerk	Position Code:	19375D
GEO Title:	HR Assistant	Department:	Executive Office
Exemption Status:	Non-Exempt	Division:	Human Resources
Reports To:	HR Manager	Supervises:	None
Review Date:	July 2007	Facility:	Blackwater Correctional Facility

Summary

Under direct supervision, provides general administrative clerical support within a facility's human resources area. Support activities may include processing employee actions and assisting in the areas of personnel filing and maintenance; recruitment and employment; compensation and benefit administration; and training. This position may also provide first-level assistance to the employees at a facility to routine and general human resources questions and inquiries. The work involved in this position is typically regarded as confidential in nature.

Primary Duties and Responsibilities

- Provides general employment information and appropriate forms to applicants or employees, ensuring that when forms are submitted, they are completed thoroughly and accurately. Receives and responds to varied general questions from applicants, employees or managers, referring more difficult ones to a higher level Human Resource employee.
- Sends, retrieves, and reviews results from background screening contractor. Determines whether or not applicant or employee meets eligibility requirements for employment. Discusses eligibility issues with applicant or employee.
- Reviews forms and enters information in the human resource information system accurately and thoroughly.
- Completes routine assignments independently. Detailed guidance is available for situations that deviate from established guidelines.
- May verify employment dates and places supplied on job applications.
- May develop general reports and information on human resource activities as requested.
- Prepares and processes new hire forms and personnel actions.
- Assists in the completion and maintenance of personnel files.
- Responds to incoming phone calls and takes messages in the absence of management personnel.
- Handles sensitive and confidential information with discretion and diplomacy.
- Performs other duties as assigned.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Minimum Requirements

- High school diploma or equivalent certification required.
- Two (2) years of clerical experience or an equivalent combination of clerical, payroll, and human resources experience required.
- Working knowledge of human resource activities highly desirable.
- Working knowledge of business English, good grammar and spelling skills, and ability to develop correspondence, reports and operational directives required. Must have a proven history of exercising discretion and retaining confidentiality.
- Although this position relies on instructions and pre-established guidelines to perform its functions, this position requires the ability to make minor decisions in accordance with established rules and regulations as it pertains to the sensitive nature of the information this position works with on a daily basis.
- Ability to work with computers and the necessary software applications used by the department.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FRQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Training Administrator	Position Code:	19372C
Exemption Status:	Exempt	Department:	Executive Office
Reports To:	Facility Administrator	Division:	Training
Review Date:	July 2007	Supervises:	Training Clerk
		Facility:	Blackwater Correctional Facility

Summary

Responsible for the planning, organizing, implementing, coordinating, and evaluating internal and external training programs for correctional and administrative staff designed to achieve specific contract and organizational learning objectives through classroom, practical application, and supervised on-the-job training programs. Some curriculum development may be required to meet the needs of the client.

Primary Duties and Responsibilities

- Identifies facility training needs and develops an annual training plan. Designs, develops, and/or acquires training programs to be implemented within the facility which complies with specific contract and/or organizational training programs and have proven positive results.
- Supports immediate and long-range facility and organizational goals and objectives by investigating and evaluating existing training programs and developing or acquiring new programs and ensuring their successful implementation. Recommends new training programs and provides quantitative support for them.
- Investigates available training methods and procedures to determine the most effective manner in which to conduct programs.
- Works directly with management in the development of new employee orientation, pre-service, on-the job, in-service specialized, contractor and volunteer training. Seeks to update and improve training materials and delivery.
- Administers programs by coordinating and instructing (or obtaining the instruction) for all training courses for correctional and non-correctional personnel including contractors and volunteers. Constantly interacts with employees in the direct application of training materials.
- Provides or facilitates unit orientation classes for volunteers, contractors, or other personnel who are not employees of the facility.
- Manages the work flow and identifies and trains part-time/resource trainers to provide supplemental or support instruction.
- Documents employee training hours, reviews training records of security and non-security staff inclusive of contractors, volunteers, administrative staff, support staff and specialist employees. Verifies that all certifications are current. Advises employees of recertification deadlines, working with employees to ensure certification remains current to client agency requirements.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- May make recommendations to management when new employees are not appearing to meet the standard requirements of the facility.
- May maintain, or oversee the maintenance of, training records and monitors the progress and performance of those involved in the training programs. Ensures that all employees, volunteers and contractors attend training sessions based on contractual and/or organizational policies.
- May manage the work of other employees. This may include selection, hiring, evaluating job performance, employee training/development, promoting and any disciplinary action, including termination.
- May supervise and evaluate the performance of trainees, part time/resource trainers and Field Training Officers.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required. Bachelor's degree in training, organizational development, communication, related field highly desired.
- Five (5) years progressive work experience in the field of corrections or law enforcement required including a minimum of one (1) year of correctional facility experience to provide effective training implementation and administration. (Five (5) years of comparable professional training experience may be substituted for corrections or law enforcement requirement at management's discretion.)
- Certification as training instructor from a national or state recognized organization such as the National Institute of Corrections within 180 days of appointment to the position.
- Must meet or exceed all standards and qualifications required by contracting agency for Training Officers.
- Ability to act in a supervisory capacity and maintain close contact with all aspects of the training program and personnel. Must be able to motivate employees to strive for professionalism in the work place.
- Must possess above average written and verbal communication skills. Must be able to develop written training lesson plans and proposals and verbally present them to diverse audience.
- Must be current with all organizational and contractual policies, regulations, updates and alterations that require incorporation into training courses.
- Must be able to use computer and the software application packages used by the facility.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	ACA/QCP Administrator	Position Code:	19372E
GEO Title:	Compliance Administrator		
Exemption Status:	Exempt	Department:	Executive Office
Reports To:	Facility Administrator	Division:	Administrative
Review Date:	July 2007	Supervises:	None
		Facility:	Blackwater Correctional Facility

Summary

This position serves as the facility's subject matter expert on all compliance and accreditation issues. Develops, maintains, and revises all assessment instruments to ensure that the facility is maintaining its compliance to organizational, contracting client, and/or other outside party's rules, regulations, and guidelines. Develops reports for management regarding the effectiveness of the facility's compliance and accreditation areas. Recommends process improvements as necessary. Solely accountable for ensuring that all rules, regulations, and guidelines are communicated to all impacted areas throughout the facility. Maybe assigned to projects that may impact the region or organization. This position also serves as the facility's liaison regarding the interpretation of all compliance and accreditation policies and guidelines. Finally, this position acts on behalf of the organization when compliance and accreditation audits occur.

Primary Duties and Responsibilities

- Reviews and assesses all functional areas within the facility to ensure compliance with organization, contracting client, or outside party. Documents reviews through formalized reports with assessment of the areas and recommendations for improvement.
- Develops effective instruments to determine whether departments are in compliance.
- Meets with department managers to determine whether the area is in compliance with the organization, contracting client, and/or outside party. When noncompliant, partners with department managers to develop strategies to gain compliance.
- Serves as the facility's subject matter expert in the area of interpreting the compliance and accreditation criteria based on organization, contracting client, or outside party requirements.
- Ensures that review and revision the facility's policies and procedures are in compliance with organizational, contracting clients, and/or outside party's guidelines.
- Performs facility level operational reviews and audits of all functional areas as required by a published schedule, accurately reporting any findings of noncompliance, and recommending appropriate corrective actions.
- Collects all information not obtained at a department-level regarding the facility and/or organization to provide information to the compliance and/or accreditation party.
- Serves as the facility's liaison to the organization, contracting client, and/or other outside party to ensure that all inquiries are responded to in a timely manner. Ensures effective working relationships with a variety of employees, contracting agents, and the general public.
- Presents information on compliance and accreditation issues to the facility.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Ensures the effective implementation of the organization’s Quality Control Program (QCP).
- Analyzes departmental operations and develops action plans to improve service delivery systems.
- Maintains all database and paper documentation on the facility’s compliance and accreditation programs.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor’s degree in business administration or related field along with three (3) year experience in a corrections, law enforcement or related capacity. Experience needs to demonstrate an understanding for the facility’s operations while being able to compare them to organizational, contracting client, and other outside party’s compliance and accreditation policies and guidelines. (A high school diploma or GED with five (5) years of progressive experience in corrections, law enforcement or related fields may be substituted based on management’s discretion.)
- Experience in compliance, accreditation, and quality management highly desirable.
- Above average verbal and written communication. Must be able to make presentations to employees at all levels of the facility. Must be able to write cohesive and comprehensive documentation.
- May be required to travel up to 60% of the time.
- Ability to work with computers and the necessary software typically used by the department.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (10-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES			X	
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Grievance Coordinator	Position Code:	19375F
Exemption Status:	Non-Exempt	Department:	Executive Office
Reports To:	Facility Administrator	Division:	Grievance
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Responsible for the receipt, investigation, and facility responses to grievances that are filed by detainees of the facility. Makes recommendations for corrective action when appropriate.

Primary Duties and Responsibilities

- Upon request, assists inmates/detainees in filing grievances through informal communication procedures.
- Maintains accurate records of prisoner grievances and any corresponding action pursuant to the grievance.
- Investigates and recommends response action to management.
- Ensures full compliance with client agency procedures pertaining to inmate/detainee grievances.
- Recommends appropriate corrective action when warranted to management.
- Performs other administrative and investigative duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum of two (2) years as a Correctional Officer required. College coursework and advanced training in behavioral sciences, correctional services or related field preferred.
- Must possess a working knowledge of correctional program objectives, applicable court orders and laws as well as have a general understanding of the requirements for managing a secure correctional facility.
- Demonstration of the abilities needed to write communications, documents, policies, courtroom defenses, contract negotiations, and other required written correspondence is required.
- Must be mature, flexible, intellectually alert and able to command the respect and confidence of inmates/staff, philosophically committed to the objectives of the facility, and possess a high tolerance to mental stress.
- Ability to work with computers and the necessary software applications used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Fire and Safety Manager	Position Code:	19372D
Exemption Status:	Exempt	Department:	Executive Office
Reports To:	Facility Administrator or Warden	Division:	Administration
Review Date:	June 2008	Supervises:	None
		Facility:	Blackwater Correctional Facility

Summary

Responsible for effective facility safety and loss prevention programs. Ensures compliance with all current safety regulations and provides consulting and guidance to facility management.

Primary Duties and Responsibilities

- Monitors and enforces both corporate and facility-level safety policies. Develops local safety procedures for the benefit of employees, inmates/detainees/patients/residents, outside contractors and visitors.
- Conducts regularly-scheduled safety inspections within and throughout the facility including the physical plant, equipment and company vehicles. Makes recommendations to address unsafe conditions or unsafe practices and, with approval, initiates corrective action. Re-inspects as required to observe ongoing compliance.
- Conducts initial as well as ongoing safety training for all levels of staff as well as inmates, detainees, patients, and residents.
- Conducts training and mentoring for less-experienced Fire and Safety personnel based in other GEO facilities and participates in compliance audits of other facilities.
- Controls the introduction and use of hazardous chemicals in all departments including food service, maintenance, housing units, laundry, vocational programs, transportation, and recreation. Is responsible for facility-wide Monitors Material Safety Data Sheets (MSDS) compliance.
- Evaluates the need for personal protective equipment and monitors usage and effectiveness.
- Establishes and controls the facility's sanitation and hygiene standards (waste products, surface contaminants, biological hazards), air quality, noise-level, and illumination compliance.
- Monitors and ensures that facility fire protection system and safety equipment are fully functional. Conducts or arranges for all scheduled testing as required by the organization's insurers, National Fire Protection Association (NFPA) or client regulations.
- Works with the facility's senior management team to develop a written Emergency Plan and conduct at least one simulation per year. Serves as the operational liaison with community emergency responders. Adopts all relevant Federal Emergency Management Agency (FEMA) Incident Command guidelines.
- Conducts scheduled fire drills across all shifts as determined by facility or insurance policies.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Responsible for the safety and industrial hygiene aspects of audit compliance including correction of any deficiencies.
- Responsible for the facility's safety budget.
- Conducts monthly safety committee meetings as established by the Facility Administrator.
- Conducts investigations of accidents or near accidents including determining cause, assessing property damage, and preparing reports with recommended corrective actions.
- Ensures the accuracy of the accident recording system or Occupational Safety and Health Administration (OSHA) log. Analyzes accident trends and recommends remedies.
- Reviews all on-site construction and contracted repairs activities to ensure they are in compliance with all safety policies and regulations.
- Is on-call 24/7 for facility emergencies.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor's degree supplemented by training or education in the principles of occupational/industrial health and safety and two (2) years of experience in a correctional safety role or (5) years of work experience in the military or other industry involving fire safety, occupational health or loss prevention. (A combination of education and work experience may be taken into consideration based on management's discretion.)
- Certification in fire and safety procedures within two (2) years of entering position.
- Extensive knowledge of appropriate local, state and federal health and safety laws and regulations including OSHA and NFPA.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, site plans and procedure manuals.
- Ability to work independently and as a part of a team.
- Ability to write reports and correspondence and to speak effectively before groups of employees.
- Ability to work with computers and the necessary software typically used by the department.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Lead Investigator	Position Code:	19377F
Exemption Status:	Non-Exempt	Department:	Executive Office
Reports To:	Varies	Division:	Investigations
Review Date:	June 2004	Supervises:	Investigator
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Leads, coordinates, and conducts investigations and intelligence gathering efforts pertaining particularly to gangs and security threat groups. Provides intelligence information to the contracting agency and facility management as required.

Primary Duties and Responsibilities

- Leads and coordinates the collection of intelligence and information regarding activities of suspected security threat groups at the facility. Provides significant input into the facility response to identify the security threat of group activities.
- Identifies and tracks suspected and actual gang or security threat group activities at the facility. Records and furnishes information as required by the contracting agency regarding special threat group activities
- Monitors the recording of incoming telephone calls in accord with contracting agency policies and procedures.
- Assists management in the development and implementation of policies, procedures and regulations for custody, security and/or treatment of detainees as they pertain to investigations, gang activities and telephone call monitoring.
- May coordinates and assists in the work of other employees, which would include the selection, hiring, evaluating job performance and employee training/development.
- Develops and delivers training to staff pertaining to investigations, gang activities and telephone call monitoring.
- May conduct special investigations as assigned by management or the contracting agency.
- May perform as liaison with contracting agency, state or local law enforcement agencies to facilitate their investigations.
- May participate in contracting agency gang identification and tracking programs.
- Prepares various records and reports as required.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Five (5) years experience working in the security function in a correctional setting required. One (1) year in a position requiring supervisory responsibilities preferred. Work experience in gang activities and investigations in a correctional facility is preferred.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- College coursework and advanced training in behavioral sciences, correctional services or related field preferred.
- Must possess a working knowledge of correctional program objectives, applicable court orders and laws and have a general understanding of the requirements for managing a secure correctional facility.
- Demonstration of the abilities needed to define problems, collect data, establish facts and draw valid conclusions is required. Must have the ability to make and implement decisions without assistance.
- Must be mature, flexible, intellectually alert, able to command the respect and confidence of inmates and staff, and philosophically committed to the objectives of the facility.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Investigator	Position Code:	19377E
Exemption Status:	Non-Exempt	Department:	Executive Office
Reports To:	Facility Administrator	Division:	
Review Date:	December 2005	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Responsible for conducting investigations as directed by the Facility Administrator. Responds to and processes crime scenes. Prepares Investigative Reports.

Primary Duties and Responsibilities

- Conducts investigative reports by determining appropriate information, interviewing, researching, and other necessary duties to fully understand the nature of the event.
- Writes reports that explain findings.
- May recommend appropriate action if necessary.
- May supervise and guide non-shift Correctional Officers.
- Acts as liaison between security and other departments.
- Submits daily shift activity reports to ranking authority.
- Reviews reports written by officers during shift and assures the reports are submitted.
- Performs those duties associated with Grievance Coordinator's post order.
- Relays information from supervisors to correctional officers.
- Assures that officers receive on-the-job training and safety training as required.
- Assures that SSI assignments, job descriptions, etc., are appropriate.
- Assures that pre-hearing documentation is correct.
- Assures that daily safety inspections for security areas are documented.
- Counsels officers/inmates as needed.
- Assists in the preparation of employee evaluations.
- Performs other duties as assigned.

Minimum Requirements

- High School diploma or GED certificate.
- Four (4) years experience in correctional setting; two (2) of which were a supervisory position.
- Nine months as a Correctional Officer, or; Six months as a Correctional Officer and 24 hours of college courses in Criminal Justice related fields.
- Must have completed an approved training program resulting in a certificate of satisfactory completion.
- Must be a commissioned Corrections Officer.
- Ability to obtain certification for training such as CPR, First Aid and firearms.
- Working knowledge of any and all applicable court orders.
- Working knowledge of GEO policies and procedures and applicable state and federal laws.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Ability to communicate verbally and in writing in a clear and concise manner.
- Ability to give instructions and have them carried out.
- Ability to coordinate staffing requirement for security supervisors and officers.
- Ability to write communications, documents, policies, court room defenses, contract negotiations, and other required written correspondence.
- Ability to maintain high tolerance to mental stress.
- Ability to understand and carry out moderately complex oral and written instructions.
- Ability to work outdoors in varying climatic conditions.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Food Service Manager	Position Code:	193721
Exemption Status:	Exempt	Department:	Food Service
Reports To:	Business Manager	Division:	
Review Date:	August 2004	Supervises:	Food Service Staff
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Manages and governs all dietary services for the facility operation, including operational planning and management of kitchen, service line and dining area staff. Manages food service budget in compliance with facility, corporate and client agency directives.

Primary Duties and Responsibilities

- Manages the daily operation of the facility food service operations. A wide degree of creativity and latitude is expected.
- Reviews menus and supervises the handling, preparation, and storage of food, maintenance of equipment, records and sanitation.
- Develops and maintains food services policies and procedures in accordance with professional standards and the guidelines established for the facility by the company.
- Manages the work of other employees by assigning and inspecting the work performed. Supervision includes selection, hiring, evaluating job performance, employee training/development, promoting and any disciplinary action, including termination.
- Directs work, provides training and performs inspections of work performed by detainee food service staff.
- Monitors and maintains company quality assurance and controls in the food production areas.
- Manages food service budget including all food and equipment inventory. Produces various reports on operational efficiencies, staff usage, as requested.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor's degree in business administration or related area and a minimum of five (5) years prior experience managing a food service operation, or an equivalent combination of work experience and education required.
- Experience in institutional cooking in a correctional setting preferred.
- Requires extensive knowledge of the practices and materials used in food service procedures. Must have successful work history of coordinating the demands of a food service operation, displaying a thorough knowledge of administrative techniques and personnel policies and procedures.
- Proficiency with computer systems preferred.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Demonstrates effective personnel interactions, communication skills, and problem solving techniques.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP VEHICLES		X		
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Food Service Production Supervisor	Position Code:	19372J
Exemption Status:	Non-Exempt	Department:	Food Service
Reports To:	Food Services Manager	Division:	
Review Date:	August 2004	Supervises:	Food Service Staff
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Responsible for assisting in the overall production of high quality and palatable meals for the facility operation. Assists in the daily supervision of kitchen, service line and dining area staff. Oversees that the food service operation maintains the highest level of sanitary conditions as required.

Primary Duties and Responsibilities

- Purchases all food and non-food supplies required by the facility according to established menus and maintenance and replacement schedules.
- Supervises the production of food served by the facility. Maintains control over large quantities of food used and the quality of the finished product. Assures that the serving line operates efficiently and temperatures of food line items meet established regulatory controls. Determines what foods will be discarded and what will be saved for leftovers.
- Assists in the review of daily menus.
- Supervises the handling, preparation and storage of food, maintenance of equipment, records, cleanliness and sanitation.
- Supervises the work of other employees by assigning and inspecting the work performed.
- Directs work, provides training and performs inspections of work performed by detainee food service staff.
- Assures that detainee and staff servers are observed for maintenance of established rules of sanitation, safety and portion control.
- Functions as the Food Service Manager in his/her absence.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum of three (3) years prior experience managing a food service operation in a commercial, military, or institutional facility and an equivalent of one (1) year relevant undergraduate school credits and/or technical training courses, or an equivalent combination of work experience and education required.
- Minimum of one (1) year work experience in a warehousing operation strongly preferred.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Demonstrates effective personnel interactions, communication skills, and problem solving techniques.
- Proficiency with computer systems preferred.
- Requires extensive knowledge of the practices and materials used in food service procedures, in addition to knowledge of warehousing and issuing stock.
- Knowledge of the standards of sanitation and cleanliness employed in the handling of food in a quantity food production program is required.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS				X
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS		X		
BENDING OR STOOPING				X
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES		X		
WORKING WITH MACHINERY		X		
CLIMBING			X	
WALKING		X		
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Cook Supervisor	Job Code:	19373A
Exemption Status:	Non-Exempt	Department:	Food Service
Reports To:	Food Service Manager	Division:	
Review Date:	August 2004	Supervises:	Food Service Staff
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Works well as a team member under the direction of the Food Services Manager. Responsible for preparation scheduling, and quality assurance of all foods and supplies. Monitors and maintains accurate production records. Individual must develop and practice leadership skills and the ability to supervise without intimidation. Responsible for inmate training programs, safety compliance, and monitoring equipment maintenance.

Primary Duties and Responsibilities

- Prepares the production/service documents for each meal. Copies next week's sheets as well as production/service record, service plan, tray assessment sheet, pre-preparation sheet, restricted diet invoice, daily sanitation record, and meal delivery records.
- Recipes are extended to the facility population requirements.
- Fills out the pre-preparation and inventory pull sheets before each meal.
- Carries out the orientation and training program for inmate workers.
- Adheres to the sanitation and safety program.
- Demonstrates good communication and human relation skills under the direction of the Food Service Manager.
- Assists the manager in maintaining a high level of good client relations.
- Performs other duties as assigned.

Minimum Requirements

- High School Diploma or equivalent. College credits or technical training courses are preferred by not mandatory. Must be able to demonstrate the use and understanding of the facility's recipes, policies, and procedures. Must be able to communicate to all personnel the minimum production/service requirements of the job.
- One-year prior experience in successfully managing and/or quantity food production experience in commercial, military, or institutional setting will be helpful. Prior correctional food service training will be helpful but not mandatory.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS		X		
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS		X		
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Food Service Clerk	Position Code:	19375R
Exemption Status:	Non-Exempt	Department:	Food Service
Reports To:	Food Service Manager	Division:	
Review Date:	August 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under direct supervision, performs daily office clerical tasks such as filing, recording, maintaining records, copying, posting, and other similar duties. Performs clerical work requiring application of varied work methods and procedures.

Primary Duties and Responsibilities

- Answers phones for the office area, routing calls, taking and delivering messages as needed.
- Maintains moderately complex indexes and files
- Types correspondence, reports and other materials as required.
- May operate an adding machine, calculator, copy machine, and other office machines which require simple operation.
- Administrative responsibilities also include keeping calendars, coordinating records, operating a personal computer with printer, assisting in keeping minutes of staff meetings.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum one (1) year of clerical experience or an equivalent combination of clerical/secretarial and specific function experience required.
- Working knowledge of business English, good grammar and spelling skills, and ability to develop correspondence, reports and operational directives required. Must have a proven history of exercising discretion and retaining confidentiality.
- Solid organizational and communication skills. Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with the public and detainees required.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY			X	
CLIMBING		X		
WALKING		X		
STANDING		X		
SITTING				X
WORKING IN EXTREME: TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Health Services Administrator	Position Code:	19372K
Exemption Status:	Exempt	Department:	Health Services
Reports To:	Facility Administrator	Division:	
Review Date:	June 2009	Supervises:	Health Services Staff
		Facility:	Blackwater Correctional Facility

Summary

This position manages and evaluates all facility health service activities based on company, contractual, and healthcare policies and procedures, goals, and objectives. Implements all contractually required healthcare services. Manages department budget and seeks to improve the operational efficiencies of the facility's health service program. In addition, this position functions as a liaison between facility staff, contracting agency, and compliance agencies on healthcare-related matters.

Primary Duties and Responsibilities

- Manages the overall operations of a facility's healthcare operations.
- Works in unison with facility, regional, and corporate management to ensure the healthcare needs of the facility are consistently being met and are in compliance with company's contractual and healthcare policies and procedures, goals, and objectives.
- Maintains effective working relationships with correctional and nursing staff, contracted providers, and outside provider agencies.
- Ensures compliance with the policies and procedures of the company. Utilizes established policies and procedures in making decisions, but also uses sound independent judgment performing the duties of the position.
- Directs the work of other employees and contract providers. This includes the selection, hiring, evaluating performance, employee training, promoting, and disciplinary action including termination.
- Ensures adequate staffing to meet the healthcare needs of the detainees/inmates.
- In the event a staffing shortage, assumes any role needed and accepts 24/7 on-call status.
- Ensures appropriate licensure and insurance coverage of all healthcare personnel.
- Monitors and takes appropriate action as needed on operational issues including overtime, issuing appropriate forms, auditing medical files, requesting records, ensuring detainees or inmates with serious health problems receive necessary intervention and treatment, ensuring compliance with all applicable pharmacy laws and physical safety requirements.
- Ensures proper accreditation of the medical program is attained.
- Completes and submits regular operational reports.
- Responds to all inquiries and requests for information.
- Identifies financial responsibilities for all incurred expenses.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Evaluates and recommends methods of improving operational efficiency and cost effectiveness.
- Obtains outside bids for ancillary healthcare services.
- Maintains and fosters effective external relationships with outside hospitals or agencies.
- Attends outside educational seminars as needed.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor's or Associate's degree in Nursing or certification as a Registered Nurse or Licensed Practical Nurse from an approved accredited school. Current and unrestricted license to practice as Registered Nurse or Licensed Practical Nurse in the state the facility is located. (Contract and state licensing requirements shall serve as the educational requirements for the appropriate type of license and experience.)
- Five (5) years of related work experience in a correctional or detention setting with three (3) of these years in an administrative or supervisory capacity. Outpatient or emergency services experience preferred.
- Experience in healthcare planning, budgeting and meeting contractual obligations preferred.
- Ability to treat staff and detainees or inmates in a consistent manner following company policies and procedures.
- Above average verbal and written skills. Must be able to disseminate verbal instructions or training clearly and in a manner that is understood by the intended audience. Must be able to write memorandums and reports in a clear, concise, and accurate manner.
- Must possess a working knowledge of program objectives, policies, correctional laws, applicable court orders, procedures and requirements for managing a secure correctional facility.
- Ability to work with computers and the necessary software typically used by the department.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Director of Nursing	Position Code:	19372L
Exemption Status:	Exempt	Department:	Nursing
Reports To:	Chief Nursing Officer	Division:	
Review Date:	January 2006	Supervises:	
Edited:	May, 2007	Facility:	Blackwater Correctional Facility

Summary

The Director of Nursing Education oversees, reviews, and implements training to assure that the nursing staffs are trained to function in a competent, proficient manner in order to meet the needs of adults and seniors with serious and persistent mental illness, substance use disorders and medical problems. Leads the effort to actively seek continuous improvement in Nursing as a means of providing accountable service outcomes to persons served by assisting to develop and implement a systematic approach to Performance Improvement for Nursing.

Primary Duties and Responsibilities

- Plans and presents recertification classes and continuing education programs to enhance and maintain the knowledge of hospital employees.
- Develops or revises continuing education offerings related to psychiatric care based on requests or identified needs for all staff members.
- Communicates scheduled classes in a timely manner and offers flexibility in scheduling. Maintains complete and accurate records, and documents all trainings on standard hospital approved forms and submits to the Human Resources Department
- Assists in monitoring the progress of hospital staff in meeting educational goals.
- Assists with the presentation of in-service and/or continuing education.
- Coordinates the implementation of Performance Improvement Plan for the nursing department. Facilitates interdepartmental and interdisciplinary cooperation and collaboration related to Performance Improvement.
- Assists the Head Nurse as requested with orientation programs to assure a uniform and smooth transition of staff.
- Develops competencies relating to work task expectations in accordance with specific nursing staff positions.
- Is sensitive to cultural diversity issues, treats person served as an individual, and considers the culture of the person served when providing care and treatment.
- Provides individualized care and treatment that is consistent with/sensitive to the age and life span developmental needs of each person served. Is knowledgeable about care and treatment needs of persons served of different ages.
- Other related duties may be assigned.

Minimum Requirements

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Master’s degree from an accredited college, university or vocational school in related field. Certification in mental health nursing is preferable. A minimum of three (3) to five (5) years experience in psychiatric mental health nursing is required with an additional two to three years educator experience
- Must hold a current State of Florida License as a Registered Nurse.
- Excellent communication and organizational skills required.
- JCAHO knowledge and experience preferred.
- Experience in Performance Improvement preferred.
- Ability to report for work on time
- Ability to follow direction from a supervisor
- Ability to interact effectively with co-workers
- Ability to understand and follow posted work rules and procedures
- Ability to accept constructive criticism
- Ability to work and function in a stressful environment.
- Ability to work effectively as member of a team.
- Ability to read and communicate in English
- High degree of empathetic listening, tact and kindness toward others
- The ability to communicate well verbally

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY				X
CLIMBING		X		
WALKING		X		
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Medical Records Clerk	Position Code:	19375T
Exemption Status:	Non-Exempt	Department:	Health Care
Reports To:	Health Services Administrator	Division:	Administrative
Review Date:	June 2004	Supervises:	None
Edited:	May, 2007	Facility:	Blackwater Correctional Facility

Summary

Maintains the proper handling, organization and preservation of all detainee/inmate medical records. Provides clerical functions as directed.

Primary Duties and Responsibilities

- Files all medical records in alphabetical order adhering to color-coded system.
- Files and attaches medical information in each medical record according to dates of incarceration or date of service.
- Obtains physician signatures on all diagnostic studies before filing.
- Maintains both active and inactive files.
- Provides records as requested by health providers and administrative staff.
- Schedules appointments with outside consulting health professionals as assigned.
- Prepares monthly statistics and reports as assigned.
- Performs secretarial duties, i.e. answers telephones, types, files, as required.
- Performs other related marginal duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Training in an accredited medical records program or a minimum of one (1) year of experience in an established medical records system preferred.
- Working knowledge of business English, math, good grammar and spelling skills, and ability to develop correspondence, reports and operational directives required. Must have a proven history of exercising discretion and retaining confidentiality.
- Solid organizational and communication skills. Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with the public and detainees required.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			x	
11-20 LBS		x		
21-40 LBS		x		
41-60 LBS		x		
61 OR MORE LBS	x			
PUSHING OR PULLING:				
1-40 LBS		x		
41-60 LBS		x		
61 OR MORE LBS	x			
BENDING OR STOOPING		x		
REACHING ABOVE SHOULDER LEVEL		x		
DRIVING AUTOMATIC EQUIP VEHICLES		x		
WORKING WITH MACHINERY		x		
CLIMBING		x		
WALKING			x	
STANDING			x	
SITTING			x	
WORKING IN EXTRFME TEMPERATURES	x			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Physician	Position Code:	19376G
Exemption Status:	Exempt	Department:	Health Services
Reports To:	Health Services Administrator	Division:	
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Examines and treats facility detainees/inmates to ensure proper injury care, disease prevention, diagnosis, treatment and recovery. Manages and evaluates the medical program activities based on the company goals, objectives, and philosophy according to industry standards and contractual obligations. Functions as liaison between correctional officials, public agencies, and the company. Implements all contractually required services.

Primary Duties and Responsibilities

- Exercises final medical judgment in all issues of health care.
- Performs routine medical examinations on detainees/inmates referred by the nursing/professional staff under established guidelines. Provides medical treatment and orders studies, tests and ancillary services required consistent with the provision of basic health care services.
- Documents all services provided in the detainee/inmate medical record.
- Reviews regularly those cases requiring ongoing medical/pharmaceutical attention.
- Instructs patients in required health hygiene techniques.
- Initiates and maintains compliance with company policy and reviews all other policies and procedures annually to assure their compliance with the American Correctional Association and/or National Commission Standards for Correctional Health Care.
- Supervises the Medical Unit in facilitating health care in the detention facility.
- May direct the work of staff employees. Provides input into performance evaluation.
- Supervises the development of and application of policies, procedures, and protocols in the care of detainees/inmates.
- Meets with management as needed for program evaluation and planning.
- Provides 24-hour on-call coverage to advise nursing staff in the care of detainees/inmates.
- Performs regular chart review for quality assurance purposes and countersigns telephone orders.
- Designates the level of care to be performed and the necessary equipment needed. Identifies continuing care facilities and specialty physicians. Initiates dental and psychiatric referrals.
- Performs other as assigned.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Minimum Requirements

- Medical degree in medicine from an accredited school and licensed to practice as a medical or osteopathic physician in the state in which the facility is located required.
- Two (2) years of direct work experience preferred.
- Completion of a U.S.-based residency program required.
- Current DEA and D.P.S. Certificate of Registration required.
- Must be able to submit a copy of professional license and certificate of professional liability insurance coverage at the time of hire. A copy of professional license must remain on file at all times at the facility where services are rendered.
- Assumes sole responsibility for professional liability insurance.
- Must be mature, flexible, intellectually alert, able to command the respect and confidence of inmates and staff, and philosophically committed to the objectives of the facility.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	ARNP	Position Code:	19376H
Exemption Status:	Exempt	Department:	Health Services
Reports To:	Health Service Administrator	Division:	Nursing
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Examines and treats facility detainees/inmates to ensure proper injury care, disease prevention, diagnosis, treatment and recovery. Participates in the medical program activities based on company goals, objectives, and philosophy according to industry standards, contractual obligations and job requirements.

Primary Duties and Responsibilities

- Performs routine medical examinations on detainees/inmates under established guidelines.
- Provides medical treatment and services consistent with the provision of basic health care services in conjunction with a physician.
- Documents all provided services in the detainee/inmate medical record.
- Reviews regularly those cases requiring ongoing medical/pharmaceutical attention.
- Instructs patients in required health hygiene techniques.
- Maintains compliance with company policies and procedures.
- Participates in the development of and application of policies, procedures and protocols in the care of detainees/inmates.
- May direct the work of staff employees. Provides input into performance evaluation.
- Performs regular chart review for quality assurance purposes as required.
- Assists in designating the level of care to be performed and the necessary equipment needed.
- Performs other duties as assigned.

Minimum Requirements

- Graduate from an accredited school of nursing required. Must have a current, unrestricted license to practice as Registered Nurse in the state the facility is located. Maintains a current copy of license on file at the facility at all times.
- Certified to practice as a Nurse Practitioner in the state in which the facility is located.
- Two (2) years of direct work experience preferred.
- Must be able to submit a copy of professional license and certificate of professional liability insurance coverage at the time of hire. A copy of professional license must remain on file at all times at the facility where services are rendered.
- Assumes sole responsibility for professional liability insurance.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Must be mature, flexible, intellectually alert, able to command the respect and confidence of inmates and staff, and philosophically committed to the objectives of the facility.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Psychologist	Position Code:	19376E
Exemption Status:	Exempt	Department:	Health Services
Reports To:	Health Services Administrator	Division:	Psychology
Review Date:	February, 2010	Supervises:	None
		Facility:	Blackwater Correctional Facility

Summary

Evaluates detainees/inmates for mental, emotional and behavioral disorders. Diagnoses disorders and determines the appropriate course of treatment. Responsible for directing and coordinating mental health functions as well as supervising and training staff members.

Primary Duties and Responsibilities

- Performs psychological evaluation on detainee/inmate population for mental, emotional and behavioral disorders. Diagnoses disorders, including nature and extent. Determines the appropriate course of treatment.
- Evaluates detainees/inmates mental status as to the need for transfer.
- Provides psychotherapy counseling to treat illness or distress.
- Possesses a complete awareness of psychotropic medications, but cannot prescribe.
- Instructs staff and officers in suicide identification and subsequent prevention techniques.
- Provides in-service education for medical and correctional staff as required. Performs and trains staff on crisis intervention techniques.
- Performs administrative duties in keeping accurate records of detainee/inmate contact, documenting all services provided, filling out required reports and analyses as required.
- Consults with the Physician or Psychiatrist as needed for the proper health care needs of the detainee/inmate.
- Participates in review of the quality of care provided.
- Performs other duties as assigned.

Minimum Requirements

- A Ph.D. or Psy.D. in clinical psychology from an accredited university and current license as a Psychologist in the State of Florida.
- Must hold a current license or certification (where applicable) to practice in the state in which the facility is located is required. Maintains a current copy of license on file at the facility at all times.
- Two (2) years of experience in a professional mental health capacity to demonstrate knowledge in the following areas:
 - Human behavior and performance; individual differences in ability, personality, and interests; learning and motivation; psychological research methods; and the assessment and treatment of behavioral and affective disorders.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Principles, methods, and procedures for diagnosis, treatment, and rehabilitation of physical and mental dysfunctions, and for career counseling and guidance.
- Principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Group behavior and dynamics, societal trends and influences, human migrations, ethnicity, cultures and their history and origins.
- Structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- Principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.
- Different philosophical systems and religions including basic principles, values, ethics, ways of thinking, customs, practices, and their impact on human culture.
- Administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology.
- Ability to use computers and the necessary software used by the department.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Psychological Specialist	Position Code:	19376B
Exemption Status:	Exempt	Department:	Health Services
Reports To:	Psychologist	Division:	Psychology
Review Date:	April, 2009	Supervises:	None
		Facility:	Blackwater Correctional Facility

Summary

Responsible for provision of full-range of mental health outpatient services from initial assessment, treatment planning, supportive counseling and case management as well as aftercare planning, group psychotherapy, and crisis evaluation and support.

Primary Duties and Responsibilities

- Conducts mental health interviews, screenings, and evaluations and determines appropriate mental health services and treatment plans to address an inmate's specific mental health needs in accordance with the mission of the outpatient mental health program and policies.
- Provides a full-range of supportive mental health services including brief individual counseling, group counseling (process or psychoeducational), and specialty group counseling (e.g., anger management, end of sentence, life term, etc.), and inmate consultations.
- Provides case management services on 30 to 90 day basis to ensure continuity of ongoing service delivery.
- Prepares all related mental health documentation in accordance with applicable organizational and state standards in a clear, thorough, and timely manner.
- Consults with Security, Medical, Classification and other departments as needed in inmate related mental health concerns.
- Responds to psychological emergencies and provides crisis intervention as required up to and including involuntary hospitalization.
- Conducts post-release planning and communicate with community based mental health facilities for referral and continuity of case.
- Performs other duties as assigned.

Minimum Requirements

- Master's degreed as a mental health clinician who has full licensure, provisional licensure, or registered intern status as a mental health provider under Chapter 491 (Florida Statutes).
- One (1) year experience providing mental health services in an institutional setting is preferred.
- Ability to work in crisis situations in a professional and mature manner.
- Strong counseling and motivational skills.
- Must be able to work individual and in a team environment.
- Above average verbal and writing skills.
- Must be able to develop clear and concise reports in a timely manner.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING				
WALKING			X	
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Registered Nurse	Position Code:	19376C (12 Hours)
Exemption Status:	Non-Exempt	Department:	Health Services
Reports To:	Nursing Director	Division:	Nurse
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Initiates and provides comprehensive nursing care in a correctional setting while observing and maintaining the requirements of operational security.

Primary Duties and Responsibilities

- Performs a complete physical assessment and medical history as required on each detainee/inmate entering the correctional system. Medical problems are referred to the physician for extended evaluation.
- Assists physician with sick call by screening patients and minor surgical procedures. Treats detainees/inmates with problems within professional capabilities and refers other medical problems to the appropriate physician.
- Ensures the implementation of physician's orders. Ensures that prescribed medications are administered as ordered using the formulary. Applies knowledge of drugs and therapeutics in dispensing medication.
- Makes observation rounds on patients, and records in progress notes. Evaluates symptoms, reactions, and progress of patients on periodic basis, charts, and reports problems to management.
- Maintains security while dispensing medications and is continually cognizant of the potential hazard of drug hoarding and trafficking among detainees/inmates. Maintains non-involvement in the security aspects of care.
- Destroys and properly disposes of all needles/syringes.
- Prepares regularly scheduled reports and special reports as necessary.
- Maintains compliance with industry and company policies for accreditation.
- Documents all detainee/inmate contacts. Maintains confidentiality of medical records.
- Coordinates Chronic Disease Clinic scheduling.
- Supervises the work flow of the LPN (Licensed Practical Nurse) staff. Provides input into performance evaluation.
- Performs other duties as assigned.

Minimum Requirements

- Associate's or Bachelor's degree from a NLN (National League of Nurses) approved program; graduate of an accredited school of nursing required. Must have a current,

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unrestricted license to practice as Registered Nurse in the state the facility is located. Maintains a current copy of license on file at the facility at all times.

- Two (2) years of direct work experience preferred.
- Must possess competence in the performance of the following services: crisis intervention, medical emergencies, physical assessment, medical nursing care, and psychiatric nursing care.
- Must have the ability to work without direct, immediate supervision in performing nursing diagnosis, and be able provide appropriate follow through treatment.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Licensed Practical Nurse Licensed Practical Nurse/CID	Position Code:	19374A (12 Hours) 19374B (8 Hours)
Exemption Status:	Non-Exempt	Department:	Health Services
Reports To:	Registered Nurse	Division:	
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Works under the direct supervision of a Registered Nurse (RN) in participating in the implementation and evaluation of the detainees/inmates health care needs. Provides comprehensive nursing care while observing and maintaining the requirements of security.

Primary Duties and Responsibilities

- Under an RN's direction, develops nursing care plans on detainees/inmates.
- Performs a complete physical assessment and medical history as required on each detainee/inmate entering the correctional system. Medical problems are referred to the physician for extended evaluation.
- Assists physician with sick call by screening patients and performing minor surgical procedures. Treats detainees/inmates with problems within professional capabilities and refers other medical problems to the appropriate physician.
- Ensures the implementation of physician's orders. Ensures that prescribed medications are administered as ordered using the formulary. Applies knowledge of drugs and therapeutics in dispensing medication.
- Makes observation rounds on patients, and records in progress notes. Evaluates symptoms, reactions, and progress of patients on periodic basis, charts, and reports problems to management.
- Maintains security while dispensing medications and is continually cognizant of the potential hazard of drug hoarding and trafficking among detainees/inmates. Maintains non-involvement in the security aspects of care.
- Destroys and properly disposes of all needles/syringes.
- Prepares regularly scheduled reports and special reports as necessary.
- Documents all detainee/inmate contacts. Maintains confidentiality of medical records.
- Maintains compliance with industry and company policies for accreditation.
- Performs other duties as assigned.

Minimum Requirements

- Graduate of an accredited school of nursing required. Must have a current, unrestricted license to practice as a Licensed Practical Nurse (LPN) in the state the facility is located. Maintains a current copy of license on file at the facility at all times.
- Two (2) years of direct work experience preferred.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Must possess competence in the performance of the following services: crisis intervention, medical emergencies, physical assessment, medical nursing care, and psychiatric nursing care.
- Must have the ability to work without direct, immediate supervision in performing nursing diagnosis, and be able provide appropriate follow through treatment.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Dentist	Position Code:	19376J
Exemption Status:	Exempt	Department:	Health Services
Reports To:	Health Services Administrator	Division:	
Review Date:	June 2004	Supervises:	Dental Assistant
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Provides and supervises the complete dental care of facility detainees/inmates. Evaluates and seeks improvement in the facility dental health program, dental services provided, patient care required/administered, dental operative conditions and equipment in use. Functions as a consultant to the facility staff physician.

Primary Duties and Responsibilities

- Initiates and maintains compliance with company policies for accreditation.
- Performs routine cleaning, drilling, filling, and extraction of teeth in accordance with National Commission for Correctional Health Care Standards for dental care.
- Completes an initial dental screening on all new commitments within seven (7) days.
- Evaluates those patients needing or applying for dental care and makes whatever recommendations deemed clinically appropriate. Takes impressions for dental plates. Sends prostheses to outside dental labs.
- Documents all services rendered in the patient dental health record.
- Monitors need for dental supplies and equipment.
- Provides in-service training for health staff members on appropriate issues, such as dental hygiene, dental care, dental emergencies, and techniques.
- May direct the work of staff employees. Provides input into performance evaluation.
- Performs other duties as assigned.

Minimum Requirements

- Degree in dentistry from an accredited dental school required. Licensed to practice as a registered dentist in the state in which the facility is located is required.
- Current DPS and DEA Certificate of Registration required.
- Two (2) years of direct work experience preferred.
- Must be able to submit a copy of professional license and certificate of professional liability insurance coverage at the time of hire. A copy of professional license must remain on file at all times at the facility where services are rendered.
- Assumes sole responsibility for professional liability insurance.
- Must be mature, flexible, intellectually alert, able to command the respect and confidence of inmates and staff, and philosophically committed to the objectives of the facility.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS				X
11-20 LBS				X
21-40 LBS			X	
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING				X
REACHING ABOVE SHOULDER LEVEL	X			
DRIVING AUTOMATIC EQUIP VEHICLES				X
WORKING WITH MACHINERY	X			
CLIMBING			X	
WALKING				X
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Dental Technician	Position Code:	19374E
Exemption Status:	Non-Exempt	Department:	Health Services
Reports To:	Health Services Administrator	Division:	
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under the direct supervision of a Dentist, provides assistance during examination and oral surgery treatment of detainees/inmates.

Primary Duties and Responsibilities

- Sterilizes instruments in the dental office. Lays out needed tools and instruments for scheduled procedures.
- Provides chair-side assistance by keeping operating field clear, passing instruments, and suctioning.
- Mixes restorative materials as required.
- Assists in taking intra-oral and extra-oral x-rays as requested.
- Develops and mounts x-ray films.
- Maintains cleanliness and sanitation of dental clinic according to OSHA standards.
- Performs dental screenings and schedules appointments as necessary.
- Maintains dental charts and records dental findings.
- Schedules patients for dental appointments.
- Prepares patient's schedule for escort officer.
- Maintains compliance with company policies for accreditation.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Graduate from an accredited dental assistant program and current license or certification (where applicable) to practice in the state in which the facility is located is required. Maintains a current copy of license on file at the facility at all times.
- A minimum of one (1) year experience as a Dental Assistant preferred.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS				X
11-20 LBS				X
21-40 LBS			X	
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING				X
REACHING ABOVE SHOULDER LEVEL	X			
DRIVING AUTOMATIC EQUIP VEHICLES				X
WORKING WITH MACHINERY	X			
CLIMBING			X	
WALKING				X
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Data Entry Clerk	Position Code:	19375S
Exemption Status:	Non-Exempt	Department:	Health Services
Reports To:	Health Services Administrator	Division:	
Review Date:	January, 2005	Supervises:	None
Edited:	May, 2007	Facility:	Blackwater Correctional Facility

Summary

This position performs data entry for the facility. It ensures that all necessary forms are completed and then enters data into the computer system. It requires familiarity with policies, procedures and practices. The sensitive nature of the position requires the incumbent to exercise discretion and retain confidentiality of information obtained by discussions or recorded data.

Primary Duties and Responsibilities

- Adheres to GEO policies, procedures, and specific facility regulations including posted special orders and instructions.
- Performs data entry and maintenance of prison data system.
- Records all inmate assignments, housing moves and work assignments.
- Enters information into the state system in an accurate and timely manner (housing and work assignments, gain time ratings, classification information, etc.)
- Develops and submits required reports relative to the prison data system, as well as other reports as required.
- Audits the PDS system with the state database.
- Prepares prisoner central files for the release of prisoners.
- Performs other duties as assigned.

Minimum Requirements

- High School diploma or GED certificate.
- Two (2) years of clerical experience with emphasis on secretarial duties.
- Experience in word processing and good knowledge of various software programs.
- General clerical aptitude.
- Must be able to type 50 wpm with accuracy.
- Working knowledge of business English, good grammatical and spelling skills, and ability to develop correspondence, reports and operational directives.
- Excellent organizational and communication skills.
- Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with the public and inmates.
- Must be able to deal with people in a variety of changing and complex situations.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		x		
11-20 LBS	x			
21-40 LBS	x			
41-60 LBS	x			
61 OR MORE LBS	x			
PUSHING OR PULLING:				
1-40 LBS		x		
41-60 LBS	x			
61 OR MORE LBS	x			
BENDING OR STOOPING		x		
REACHING ABOVE		x		
SHOULDER LEVEL		x		
DRIVING AUTOMATIC EQUIP. VEHICLES	x			
WORKING WITH MACHINERY		x		
CLIMBING	x			
WALKING		x		
STANDING		x		
SITTING			x	
WORKING IN EXTREME TEMPERATURES	x			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Registered Nurse Chronic Care-CID	Position Code:	19376D
Exemption Status:	Non-Exempt	Department:	Health Services
Reports To:	Nursing Director	Division:	Nurse
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Initiates and provides comprehensive nursing care in a correctional setting while observing and maintaining the requirements of operational security.

Primary Duties and Responsibilities

- Performs a complete physical assessment and medical history as required on each detainee/inmate entering the correctional system. Medical problems are referred to the physician for extended evaluation.
- Assists physician with sick call by screening patients and minor surgical procedures. Treats detainees/inmates with problems within professional capabilities and refers other medical problems to the appropriate physician.
- Ensures the implementation of physician's orders. Ensures that prescribed medications are administered as ordered using the formulary. Applies knowledge of drugs and therapeutics in dispensing medication.
- Makes observation rounds on patients, and records in progress notes. Evaluates symptoms, reactions, and progress of patients on periodic basis, charts, and reports problems to management.
- Maintains security while dispensing medications and is continually cognizant of the potential hazard of drug hoarding and trafficking among detainees/inmates. Maintains non-involvement in the security aspects of care.
- Destroys and properly disposes of all needles/syringes.
- Prepares regularly scheduled reports and special reports as necessary.
- Maintains compliance with industry and company policies for accreditation.
- Documents all detainee/inmate contacts. Maintains confidentiality of medical records.
- Coordinates Chronic Disease Clinic scheduling.
- Supervises the work flow of the LPN (Licensed Practical Nurse) staff. Provides input into performance evaluation.
- Performs other duties as assigned.

Minimum Requirements

- Associate's or Bachelor's degree from a NLN (National League of Nurses) approved program; graduate of an accredited school of nursing required. Must have a current,

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



unrestricted license to practice as Registered Nurse in the state the facility is located. Maintains a current copy of license on file at the facility at all times.

- Two (2) years of direct work experience preferred.
- Must possess competence in the performance of the following services: crisis intervention, medical emergencies, physical assessment, medical nursing care, and psychiatric nursing care.
- Must have the ability to work without direct, immediate supervision in performing nursing diagnosis, and be able provide appropriate follow through treatment.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING:				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Dental Hygienist	Position Code:	19374C
Exemption Status:	Non-Exempt	Department:	Health Services
Reports To:	Dentist	Division:	Dental
Review Date:	May, 2010	Supervises:	None
		Facility:	Blackwater Correctional Facility

Summary

This position performs dental measures designed to preserve teeth and prevent the spread of oral disease.

Primary Duties and Responsibilities

- Cleans calcareous deposits, accretions, and stains from teeth and beneath margins of gums.
- Feels lymph nodes under patient's chin to detect swelling or tenderness that could indicate presence of oral cancer.
- Feels and visually examines gums for sores and signs of disease.
- Examines gums to locate periodontal recessed gums and signs of gum disease.
- Applies fluorides and other cavity preventing agents to arrest dental decay.
- Charts conditions of decay and disease for diagnosis and treatment by dentist.
- Exposes and develops x-ray film.
- Makes impressions for study casts.
- Removes sutures and dressings.
- Administers local anesthetic agents.
- Places and removes rubber dams, matrices, and temporary restorations.
- Places, carves, and finishes amalgam restorations.
- Removes excess cement from coronal surfaces of teeth.
- Provides clinical services and health education to improve and maintain oral health.
- Performs other duties as assigned.

Minimum Requirements

- An Associate's degree in dental hygiene from an accredited postsecondary institution or a two-year certificate program
- Appropriate state licensure is also required.
- Knowledge of the information and techniques needed to diagnose and treat injuries, diseases, and deformities. This includes symptoms, treatment alternatives, drug properties and interactions, and preventive health-care measures.
- Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar and the ability to use them effectively.
- Knowledge of principles and processes for providing customer and personal services including needs assessment techniques, quality service standards, alternative delivery

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systems, and customer satisfaction evaluation techniques and the ability to apply them to customers.

- Knowledge of administrative and clerical procedures and systems such as word processing systems, filing and records management systems, stenography and transcription, forms design principles, and other office procedures and terminology and the ability to apply them.
- Knowledge of human behavior and performance, mental processes, psychological research methods, and the assessment and treatment of behavioral and affective disorders.
- Knowledge of information and techniques needed to rehabilitate physical and mental ailments and to provide career guidance including alternative treatments, rehabilitation equipment and its proper use, and methods to evaluate treatment effects.
- Knowledge of machines and tools, including their designs, uses, benefits, repair, and maintenance.
- Knowledge of numbers, their operations, and interrelationships including arithmetic, algebra, geometry, calculus, statistics, and their applications.
- Knowledge of principles and processes involved in business and organizational planning, coordination, and execution. This includes strategic planning, resource allocation, manpower modeling, leadership techniques, and production methods.
- Knowledge of media production, communication, and dissemination techniques and methods including alternative ways to inform and entertain via written, oral, and visual media
- Knowledge of weaponry, public safety, and security operations, rules, regulations, precautions, prevention, and the protection of people, data, and property.
- Ability to work with computers and the necessary software typically used by the department.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPIING		X		
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY				X
CLIMBING		X		
WALKING		X		
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

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JOB DESCRIPTION

Job Title:	Lab Tech	Position Code:	19374B (Part-Time)
Exemption Status:	Non-Exempt	Department:	Health Services
Reports To:	May, 2010	Division:	
Review Date:	Health Services Administrator	Supervises:	None
		Facility:	Blackwater Correctional Facility

Summary

This position procures blood specimens through venipuncture or skin puncture technique, prepares specimens for testing, and processes of specimens.

Primary Duties and Responsibilities

- Procures blood sample by venipuncture, fingerstick, or heelstick utilizing prescribed safety and infection control procedures to protect patient and Phlebotomist.
- Assesses patient condition and medication schedule to ensure a quality specimen is drawn that yields accurate test results representative of the patient's condition. Determines specimen collection times based on information given by care givers.
- Adds specimens into the laboratory information system (LIS) by accurately recording pertinent data to be used by the physician in the interpretation of the test results.
- Evaluates physician orders and places orders in LIS when necessary.
- Processes specimens for testing on a timely basis and sends out to reference labs, ensuring proper handling of specimens to maintain quality when it arrives at the testing site.
- Transports specimens from patient care areas.
- Gives patient instructions to ensure the accurate collection or preparation of the specimen by the patient. Acts as a resource to patient care areas with respect to test ordering or specimen collection questions.
- Organizes and maintains specimen storage as outlined in the facility and organization policy that assists in quick retrieval of specimens.
- Maintains centrifuges, refrigerators, barcode printers and line printers, ensuring equipment functions properly, within limits, and with minimal downtime.
- Accurately cancels and consolidates duplicated test orders to avoid duplication of testing or services so as to minimize patient draws
- May reconcile various reports or activities performed in the department.
- Completes required continuous training and education, including department specific requirements.
- Complies with established personal protective equipment requirements necessary for protection against exposure to blood and other potentially infectious body fluids, chemical disinfectants, radiation, asbestos, and other hazardous substances.
- Performs other duties as assigned.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Minimum Requirements

- High school diploma or equivalency required.
- Must possess reading, writing and mathematical skills and ability to understand written instruction and receive and transmit information.
- Successful completion of a phlebotomy training program (i.e., phlebotomy school or medical assistant program). Certification by the American Society of Clinical Pathologists, ASCP or NCA (National Certification Agency for laboratory personnel), is preferred.
- Interpersonal communication skills are necessary in order to maintain effective working relationships with coworkers/nursing staff and to acquire information and the cooperation of patients.
- Ability to work with computers and the necessary software typically used by the department.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS		X		
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS		X		
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING		X	X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Maintenance Manager	Position Code:	19372M
Exemption Status:	Exempt	Department:	Administration
Reports To:	Facility Administrator	Division:	Maintenance
Review Date:	June 2004	Supervises:	Maintenance Staff
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Supervises staff of facility maintenance workers who perform maintenance service and repairs in the areas of plumbing, carpentry, painting, plastering, machine servicing, janitorial, general grounds, heating/ventilation and air conditioning or electrical servicing.

Primary Duties and Responsibilities

- Makes inspections to determine the need for repair and to estimate repair costs.
- Prepares cost estimates of jobs according to labor and materials requirements. Requisitions materials as needed.
- Coordinates with other crafts when assistance is required.
- Supervises preparation of repair orders, equipment records, requisitions, etc.
- Manages the work of other employees by assigning and inspecting the work performed. Supervision includes selection, hiring, evaluating job performance, employee training/development, promoting and any disciplinary action, including termination.
- Establishes and implements regular safety inspections of the facility.
- Inspects and schedules preventive maintenance for all safety equipment and systems.
- May perform in the role of facility maintenance worker, but only as a minor function. Time in performing maintenance work should not exceed more than ten (10) hours per week.
- May supervise inmates/detainees receiving training in maintenance skills.

Minimum Requirements

- High school diploma or equivalent certification required.
- Bachelor's degree in related field and a minimum of five (5) years in construction, plumbing, electricity, HVAC, mechanical, carpentry or related work required, or an equivalent combination of work experience and education.
- Must be able to communicate verbally and in writing. Must be able to prepare statistical and informational reports.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS		X		
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES			X	
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Maintenance Technician	Position Code:	19379F
Exemption Status:	Non-Exempt	Department:	Administration
Reports To:	Facility Maintenance Manager	Division:	Maintenance
Review Date:	June 2005	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under general supervision, performs general maintenance work with moderate latitude for exercising individual knowledge and technical skill.

Primary Duties and Responsibilities

- Surveys assigned jobs and ensures that sufficient and proper materials and tools are on hand to complete work.
- Directs work, provides technical assistance and performs inspections of work performed by detainee maintenance staff.
- Performs preventive, corrective, and emergency maintenance.
- Operates equipment and machinery related to assigned area.
- May perform carpentry work in repairing or replacing doors, windows, walls, flooring, roofing and any other work pertaining to wood structures.
- May perform plumbing, heating and air conditioning work in repairing furnaces, duct work, air conditioners, piping, instrument controls, wash basins, toilet facilities, or any other related work requiring these skills.
- May perform electrical work in repairing and replacing fluorescent fixtures, control switches, disconnecting wiring or any other related work requiring these skills.
- May perform minor construction such as building storage bins, stockroom shelves, counters, and workbenches using precision hand tools and power tools.
- May perform mechanical work involving repair and maintenance of facility machinery, motors and vehicles.
- Maintains records of repairs.
- Assists in maintaining the security of assigned detainees.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum of five (5) years full-time, wage earning experience in general maintenance, construction or related area. Completion of equivalent technical or trade school course may be substituted for two years of the required vocational experience.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Knowledge of maintenance techniques and procedures, including the ability to interpret electrical prints, diagrams, schematics and to make arithmetic calculations required.
- Ability to communicate ideas and instructions clearly and concisely required.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS			X	
PUSHING OR PULLING:			X	
1-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS			X	
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY			X	
CLIMBING			X	
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES			X	

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Plumbing Technician	Position Code:	19379G
Exemption Status:	Non-Exempt	Department:	Administration
Reports To:	Facility Maintenance Manager	Division:	Maintenance
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under general supervision, performs plumbing related work with moderate latitude for exercising individual knowledge and technical skill.

Primary Duties and Responsibilities

- Surveys assigned jobs and ensures that sufficient and proper materials and tools are on hand to complete each work.
- Directs work, provides technical assistance and performs inspections of work performed by detainee maintenance staff.
- Performs preventive, corrective, and emergency maintenance.
- Operates equipment and machinery related to assigned area.
- Performs plumbing, piping, boiler repairs, installation of washbasins and toilet facilities, and any other work pertaining to facility plumbing/boiler systems.
- May occasionally perform minor construction such as building storage bins, stockroom shelves, counters, and workbenches using precision hand tools and power tools.
- May occasionally perform mechanical work involving repair and maintenance of facility machinery, motors and vehicles.
- Maintains records of repairs.
- Assists in maintaining the security of assigned detainees.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum of five (5) years full-time, wage earning experience in plumbing or pipefitting work required.
- Must possess or be able to obtain Level II Distribution and Collection certification within one-year of employment.
- Plumbing license preferred.
- Knowledge of maintenance techniques and procedures, including the ability to interpret plumbing blueprints and schematics and to make arithmetic calculations required.
- Ability to communicate ideas and instructions clearly and concisely required.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS			X	
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS			X	
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY			X	
CLIMBING			X	
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES			X	

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	HVAC Technician	Position Code:	19379H
Exemption Status:	Non-Exempt	Department:	Administration
Reports To:	Facility Maintenance Manager	Division:	Maintenance
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under moderate supervision, performs maintenance and service repairs on heating, ventilating, air conditioning systems, pumping, security and sensor equipment. Installs new units or replacement parts for existing units according to specifications and established safety guidelines.

Primary Duties and Responsibilities

- Overhauls and services air conditioning, heating, and ventilating equipment. Removes and installs motors, thermostats, and humidistat.
- Repairs and replaces worn and broken parts on condensers, compressors, and water and vacuum pumps.
- Repairs and adjusts valves, piping connections, fittings, and couplings; adjusts electrical parts and equipment; adjusts expansion valves and adds gas to refrigeration units; and tests refrigeration equipment for refrigerant leaks.
- Maintains records and prepares reports on repairs and service to equipment.
- Directs work, provides technical assistance and performs inspections of work performed by detainee maintenance staff.
- Assists in maintaining the security of assigned detainees.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum of five (5) years full-time, wage earning experience in the operation, repair, and maintenance of HVAC or refrigeration systems and equipment. Thirty semester hours from an accredited college or university may be substituted for each year of experience on a year-for-year basis for a maximum substitution of two years.
- Current Environmental Protection Agency (EPA) approved Type I and Type II Refrigerant Recovery Certification preferred.
- Ability to communicate ideas and instructions clearly and concisely.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS			X	
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS			X	
61 OR MORE LBS			X	
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY			X	
CLIMBING			X	
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES			X	

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Tool Room Clerk	Position Code:	19379J
Exemption Status:	Non-Exempt	Department:	Administration
Reports To:	Facility Maintenance Manager	Division:	Maintenance
Review Date:	June 2004	Supervise:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under direct supervision, issues, receives, and stores hand tools and other facility equipment. Keeps an inventory of all tools, and orders new equipment when needed.

Primary Duties and Responsibilities

- Issues tools to proper maintenance and facility personnel. Ensures issued tools are in good working condition, defective tools are surveyed and disposed of in accordance with established procedures, and employees responsible for tools conduct tool inventories as prescribed by policy.
- Receives and gathers and tracks all incoming tools while maintaining orderly inventory and storage of facility tools/equipment.
- Maintains file of lost tool reports and monitors for accuracy, frequency of losses from a particular shop, and search efforts. Facilitates ordering new equipment and tools as needed.
- Performs duties which require through knowledge of tool control policies and procedures and tactful cooperation with all concerned departments.
- Ensures dangerous hazardous materials and equipment are under constant visual supervision.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or GED certificate.
- Demonstrated experience in tool room, office procedures, and related duties.
- Ability to interact in a professional manner in both individual and group settings.
- Ability to work with a team of inmates and have the ability to implement team strategy approaches to work assignments.
- Good oral and written communication skills.
- Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with the public and inmates.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS				X
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES		X		
WORKING WITH MACHINERY			X	
CLIMBING		X		
WALKING				X
STANDING				X
SITTING		X		
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Maintenance Clerk	Job Code:	19375U
Exemption Status:	Non-Exempt	Department:	Maintenance
Reports To:	Facility Maintenance Manager	Division:	
Review Date:	February 2008	Supervises:	None
		Facility:	Blackwater Correctional Facility

Summary

Under direct supervision, performs daily office clerical tasks such as filing, recording, maintaining records, copying, posting, and other similar duties. Clerks may be used in various departments and perform similar duties related to the specific function being supported. May be required to perform the duties of a Corrections Officer by overseeing and maintaining the custody, care, and control of inmates or detainees.

Primary Duties and Responsibilities

- Answers phones and takes messages.
- Maintains moderately complex indexes and files.
- Types correspondence, reports, and other materials as required.
- May operate a computer adding machine, calculator, telex terminal, copy machine, or any other office machine requiring no previous training.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or GED certificate.
- Demonstrated experience in office procedures and related clerical duties.
- Ability to interact in a professional manner in both individual and group settings.
- Ability to work with a team of inmates and have the ability to implement team strategy approaches to work assignments.
- Good oral and written communication skills.
- Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with the public and inmates.
- Ability to work with computers and the necessary software typically used by the department.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING				X
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Academic Instructor	Position Code:	19376K
Exemption Status:	Exempt	Department:	Programs
Reports To:	Education Director	Division:	Education
Review Date:	November 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Maintains a classroom environment that facilitates the teaching of Adult Basic Education, English Language Development, and basic subjects required to pass the GED or equivalent examination. Teaches one or more subjects including, but not limited to reading, mathematics, and language arts.

Primary Duties and Responsibilities

- Provides classroom instruction in the areas of basic education subjects including career planning, social adjustment, and general life/skills knowledge.
- May instruct conversational English, and ideas and customs in English to students with limited English proficiency.
- Maintains records including testing, daily inmate/detainee work, attendance and general record keeping.
- Evaluates and maintains inmate/detainee academic progress.
- Provides individual tutoring.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor's degree from an accredited college or university required.
- Two (2) years of relevant teaching experience preferred.
- Valid teaching certificate from the state Department of Education or comparable authority required.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Academic Counselor	Position Code:	19376M
Exemption Status:	Exempt	Department:	Programs
Reports To:	Education Director	Division:	Education
Review Date:	January 2005	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Within the context of the academic and vocational program, assists in developing, organizing and conducting programs that address the personal growth needs of the inmate. Will be responsible for student placement and resolve conditions and problems relating to anti-social behavior and substance abuse. Conducts or assists in conducting individual and/or group counseling sessions and individual and/or group instructional programs.

Primary Duties and Responsibilities

- Participates in orientation of inmates regarding the institution programs.
- Facilitates and co-facilitates didactic educational presentations, group counseling, and individual counseling sessions.
- Selects and recommends new instructional materials and programs for use in the institution programs.
- Maintains knowledge of new developments in the field of counseling.
- Maintains a collegiate relationship with other professionals, programs, and associations.
- Administers and supervises the administration of standardized achievement tests, vocational assessments and interest inventories.
- Assists the Assistant Warden for Programs and Education Director with program review and evaluation.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor's degree in related field from an accredited college or university.
- Two (2) years experience as an academic instructor, school guidance counselor or a school psychologist or an equivalent combination of education and experience required.
- Valid teaching certificate, either elementary or secondary.
- Excellent oral and written communication skills.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Programs Clerk	Position Code:	19375Y
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Asst Facility Administrator, Programs	Division:	
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under direct supervision, performs daily office clerical tasks such as filing, recording, maintaining records, copying, posting, and other similar duties. Clerks may be used in various departments and perform similar duties related to the specific function being supported.

Primary Duties and Responsibilities

- Answers phones and takes messages.
- Maintains moderately complex indexes and files
- Types correspondence, reports and other materials as required.
- May operate an adding machine, calculator, telex terminal, copy machine, or any other office machine requiring no previous training.
- In performance of other duties, communicates with a computer through a terminal for information retrieval and data entry.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Minimum one (1) year of clerical experience or an equivalent combination of clerical/secretarial and specific function experience required.
- Working knowledge of business English, good grammar and spelling skills, and ability to develop correspondence, reports and operational directives required. Must have a proven history of exercising discretion and retaining confidentiality.
- Solid organizational and communication skills. Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with the public and detainees required.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES.	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING				X
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Chaplain/Volunteer Coordinator	Position Code:	19376P
Exemption Status:	Exempt	Department:	Programs
Reports To:	Asst Facility Administrator, Programs	Division:	
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Facilitates, schedules, and coordinates all religious and volunteer programs for the institution.

Primary Duties and Responsibilities

- Provides spiritual guidance and clinical pastoral education regarding personal, family and spiritual problems.
- Visits living areas and those hospitalized on a regular basis.
- Plans, directs and coordinates all aspects of religious program and volunteer services, including selection, approval and training of both lay and clergy volunteers.
- Conducts worship services, sacramental observations and religious educational programs for detainees assigned to the facility.
- Provides and updates programs for presentation to newly-arrived detainees that orient them to the Chaplain's office and current religious programs.
- Ensures that all religious programs are in compliance with company and contracting agency policies and industry standards.
- Maintains close relationship with community religious resources and approves any donations of equipment or materials for use in religious programs.
- Counsels detainees/inmates, family members and staff.
- Maintains attendance and confidential records.
- Assures equal status and protection for all religions.

Minimum Requirements

- Minimum of five (5) years experience in providing clinical pastoral education.
- Meets the certification standards of the American Correctional Chaplains Association.
- Properly credentialed to conduct religious services according to the teaching of his/her particular religion or denomination.
- Must have current ecclesiastical endorsement by appropriate religious certifying body.
- Clinical Pastoral Education or equivalent specialized training required.
- Must possess good presentation, communication and organizational skills.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Assistant Chaplain	Position Code:	19375W
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Chaplain/Volunteer Coordinator	Division:	
Review Date:	August, 2008	Supervises:	None
		Facility:	Blackwater Correctional Facility

Summary

This position assists the Chaplain in providing religious and spiritual opportunities for the inmates of the facility. In addition, the position schedules and coordinates all religious and spiritual services, counseling, and outside volunteer opportunities for the inmates of the facility.

Primary Duties and Responsibilities

- Provides religious counseling and spiritual guidance within the facility at the direction of the psychology team.
- Assists in planning and coordinating all aspects of the religious program including approval and training of volunteers from faiths represented by the inmate population.
- Assists in making all serious illness, injury, and death notifications to family and inmates when an inmate becomes seriously ill, injured, or expires.
- Assists conducting a religious education programs at the facility. In addition, actively promotes the benefits of the religious education programs and recruits inmates into them.
- Assists inmates in contacting individual with appropriate faith credentials when a religious representative is not readily available at the facility.
- Assist in developing and maintaining communication with community groups and approves equipment and other material donations of equipment for the religious program.
- Helps to assure equal status and protection for all inmate religions.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor's degree in pastoral counseling, biblical studies, theology, or related degree. Previous pastoral education or equivalent specialized training and endorsement by the appropriate religious certifying body.
- Excellent organizational and communication skills. Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with the public and inmates
- Must be able to deal with people in a variety of changing and complex situations.
- General clerical aptitude. Working knowledge of business English, good grammatical and spelling skills, and ability to develop correspondence, reports and operational directives.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Classification Counselor	Position Code:	19376N
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Counselor Supervisor	Division:	Counseling
Review Date:	November 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Provides counseling services, assists the inmates/detainees in adjusting to facility life and obtaining needed services or changes in assignment. Develops and implements programs within the facility to meet the individual needs of inmates/detainees, to include individual and group counseling.

Primary Duties and Responsibilities

- Interviews newly admitted inmates/detainees. Develops detailed knowledge of those assigned to specific caseload.
- Resolves daily inmate/detainee problems, complaints and concerns with general counseling techniques.
- Conducts regularly scheduled meetings with inmates to provide assistance with rehabilitation program, work assignment, housing-related challenges.
- Makes daily assigned unit visits to ensure informal contact with inmates/detainees and interaction with Correction Officers.
- Inspects units for cleanliness and adherence to security practices.
- May log and distribute legal and certified mail and coordinate inmate telephone sign-up list.
- May serve as an active participant on the classification teaming committee meetings to determine assigned housing, in addition to appropriate work and rehabilitation programs. May serve on the discipline committee.
- Resolves day-to-day problems with counseling. Refers inmates/detainees with serious problems to professional counseling staff.
- May provide assistance to the inmates/detainees in obtaining needed services. Serves as a representative for the inmate/detainee at classification committee meetings.
- Maintains appropriate documentation of inmate/detainee daily contacts as detailed in the agency program procedures.
- Monitors inmate/detainee work details to ensure appropriate assignments and quotas are filled to provide facility needs.
- Coordinates approval/denial of inmate/detainee visiting and telephone lists.
- Assists the Corrections Officer with the security inspection of the living unit to ensure sanitary and security policies of the facility are adhered to.
- Assists with unit management activities as needed.
- Performs other duties as assigned.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Minimum Requirements

- High school diploma or equivalent certification required.
- Three (3) years experience working in a correctional setting required.
- Must have good verbal and written communication skills.
- Must possess the ability to work with a team of professionals and have the ability to implement team strategy approaches to work assignments.
- Must be flexible, cooperative and empathetic to the needs of staff and inmates/detainees.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Librarian	Position Code:	19376Q
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Education Director	Division:	Library
Review Date:	June 2004	Supervises:	Library Assistant
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Performs overall daily maintenance of the library to include, ordering, cataloging, classifying, circulation, and maintaining all library periodicals, books, and materials. Provides information and assistance on use of the card catalog. Maintains acquisition of selected books.

Primary Duties and Responsibilities

- Maintains, organizes and supervises the circulation of library materials.
- Supervises and trains detainee library aides.
- Recommends library procedures and regulations for the Center.
- Selects library books, periodicals and materials for purchase. Develops and maintains a balanced collection appropriate to the needs of the assigned detainee population.
- Conducts library inventories. Prepares, maintains and reports appropriate records pertaining to circulation, inventory, newspapers and magazines.
- May conduct library orientation for classes in coordination with instructors.
- Assists in preparation of library budget.
- Prepares and submits special reports as required.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor's degree in library sciences or related field or provisional/professional Librarian Certification required.
- One (1) year work experience and/or training preferred in the operation and maintenance of a small institutional library required. Must have overall knowledge of library operations, procedures, and structures as evidenced in work experience.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Library Technician	Position Code:	19375X
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Librarian	Division:	Library
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under direct supervision, assists in performing overall daily maintenance of the library to include ordering, cataloging, classifying, circulation, and maintaining all library periodicals, books, and materials. Provides information and assistance on use of the card catalog.

Primary Duties and Responsibilities

- Maintains and organizes the circulation of library materials.
- Assists in the directing and training of detainee library aides.
- Assists in the selection of library books, periodicals and materials for purchase.
- Conducts library inventories. Prepares, maintains and reports appropriate records pertaining to circulation, inventory, newspapers and magazines.
- May assist in conducting library orientation for classes in coordination with instructors.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Bachelor's degree in library sciences or related field or provisional/professional Librarian Certification preferred.
- Experience and/or training preferred in assisting in the operation of a small institutional library preferred.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS			X	
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL	X			
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Vocational Instructor	Position Code:	19376L
Exemption Status:	Exempt	Department:	Programs
Reports To:	Education Director	Division:	Education
Review Date:	November 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

This is an academic programs position. The focus is to create a vocational technical and academic environment that provides inmates/detainees the opportunity to maximize their learning potential and achieve or enhance an ability to perform vocational tasks.

Primary Duties and Responsibilities

- Provides instruction to inmates/detainees for various labor and/or technical skills through classroom instruction, demonstration and practical exercises.
- Maintains records including testing, daily offender work, attendance and general record keeping.
- Assesses educational needs of inmates, develops lessons plans to address those needs to include individualized assignments and training.
- Administers, scores, and interprets examinations and proficiency indicators.
- Counsels students concerning their performance, behavior and personal problems.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor's degree or high school diploma/equivalency and five (5) years relevant wage-earning work experience required.
- Two (2) years teaching experience required.
- Valid teaching certification from the state Department of Education or comparable authority required.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Recreation Specialist	Position Code:	19376U
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Asst. Facility Administrator, Programs	Division:	Recreation
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Responsible for the implementation and operation of a viable recreation program for all detainees. Oversees the recreation facilities and equipment.

Primary Duties and Responsibilities

- Plans and organizes recreation activities.
- Coaches all athletic teams.
- Organizes and conducts all competitions and tournaments.
- Explains and demonstrates to detainees the proper technique and use of all recreational equipment, including the enforcement of safety rules and regulations.
- Inspects recreation area for cleanliness and safety.
- Conducts weekly safety training sessions with recreation orderlies and clerks.
- Checks all detainees in and out of the gym.
- Maintains recreation department records.
- Orders, maintains, and schedules the repair of all recreation department equipment.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma required. Additional education in Physical Education, recreational therapy or related field highly desirable.
- Prior experience working with a prisoner population or in a physical education program is highly desirable.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS			X	
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Life Skills Transition Specialist	Position Code:	19376R
GEO Group Title:	Life Skills Instructor		
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Education Director	Division:	Education
Review Date:	November 2004	Supervises:	None
Edited:	September 2007	Facility:	Blackwater Correctional Facility

Summary

Provides inmates and detainees with the tools and knowledge to prepare for reentry into the community. Provides individual and group counseling in self-esteem, problem solving, relationships, and other related issues. Assists the inmate and detainee to secure direct communication with substance abuse, educational, employment and/or other free world community social resources that can assist in successful reintegration into society.

Primary Duties and Responsibilities

- Provides general classroom guidance in the areas of career planning, social adjustment, personal management, and general life/skills knowledge.
- Communicates with inmates and detainees regarding the reality of their pre-release activities and plans, defining terminology and identifying community resources.
- Conducts a periodic review of curriculum and resources available to enhance inmates and detainees participation in pre-release/life skills programs and activities.
- May maintain class rosters, attendance records, and provides certificates for pre-release life skills program.
- May report inmates and detainees for failing to attend assigned classes as an offense.
- Assesses inmates and detainees needs and makes referrals to appropriate staff.
- May participate in formulation and development of release plan.
- May secure supplementary information, such as employment, medical records or school records.
- Aids inmates and detainees in planning and developing an individual post-release plan and encourages them to assume the responsibility for post-release behaviors and activities.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Bachelor's degree in a related area preferred.
- Relevant teaching and/or counseling experience in a correctional setting preferred.
- Appropriate valid teaching certification if required by the client agency.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Substance Abuse Counselor	Position Code:	19376T
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Asst. Facility Administrator, Programs	Division:	
Review Date:	November 2006	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Assists in developing, organizing, and conducting programs to provide education for conditions and problems relating to drug and alcohol abuse. Conducts or assists in conducting individual and/or group counseling sessions and programs.

Primary Duties and Responsibilities

- Provides relevant Substance Abuse information for class curriculum.
- Facilitates and co-facilitates didactic educational presentations, group counseling, and individual counseling sessions.
- Selects and recommends new instructional materials and programs for use in the substance abuse program.
- Maintains knowledge of new developments in the field of substance abuse.
- Maintains a collegian relationship with other substance abuse professionals, programs, and associations.
- Completes required testing, assessment, and psychosocial history on incoming residents as required.
- Participates in related training for substance abuse.
- Performs other duties as assigned.

Minimum Requirements

- Graduated from an accredited college or university with a minimum B.A. degree, preferably in human services or C.A.A.P. (Certified Associate Addiction Professional Licensure).
- Preference given to experience within a correctional setting.
- Working knowledge of the Twelve Step Program of Alcoholics Anonymous and Narcotics Anonymous.
- Ability to interact in a professional manner in both individual and group counseling settings.
- Excellent oral and written communication skills.
- Ability to work with a team of professionals and have the ability to implement team strategy approaches to work assignments.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING				X
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Classification Supervisor	Position Code:	193760
Exemption Status:	Exempt	Department:	Programs
Reports To:	Asst Facility Administrator, Programs	Division:	
Review Date:	February 2008	Supervises:	Case Manager
		Facility:	Blackwater Correctional Facility

Summary

This position is responsible for supervising the staff and operations of the Classification Unit.

Primary Duties and Responsibilities

- Supervises and schedules work of Case Managers and oversees the implementation of the inmate's individual activity plan by the Case Managers.
- Assists and mentors Case Managers to perform their jobs efficiently.
- Coordinates the scheduling of inmates for appearance before the Classification Committee, forwards of all unit records to receiving unit upon inmate transfer; and computerizes Classification Committee History Form to reflect changes in the inmate's classification, work, housing, and program assignment status.
- Serves as a voting member of the Classification Committee.
- Develops and maintains a process for efficient communication of inmates' work and housing restrictions to appropriate unit departments.
- Performs other duties as assigned.

Minimum Requirements

- Bachelor's degree from an accredited college or university required. Major coursework in Criminal Justice, Psychology, or Social Rehabilitation preferred.
- Two (2) years experience in correctional custody/law enforcement, offender case management, or operational unit classification experience.
- Experience in the supervision of employees preferred.
- Above average organizational skills.
- Training in Cultural Diversity/Sensitivity preferred.
- Ability to effectively present information in written or verbal modes.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Release Specialist	Position Code:	19376S
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Asst. Facility Administrator, Programs	Division:	
Review Date:	August, 2009	Supervises:	None
		Facility:	Blackwater Correctional Facility

Summary

This position is responsible to ensure the release of inmates from the facility in a timely and secure manner.

Primary Duties and Responsibilities

- Upon notification from the Florida Department of Corrections (FDC), identifies inmates scheduled of release. Ensure accuracy of release date through review of inmate file for detainers, warrants and other judicial holds.
- Review inmate file for sex offender restrictions and civil commitment orders.
- Ensures that the inmate participates in the pre-release orientation program within the required time frame.
- Process and reviews all necessary documents for the release of the inmate to a parole or pre-release centers. Ensures documentation is provided to the appropriate review official for inmates eligible for release discharge gratuities.
- Communicates with the DC Classification Supervisor to insure all documents and information are in compliance with policy, procedure, and state law.
- Informs law enforcement agencies and others appropriate agencies, regarding a release of the inmate; when necessary.
- Notifies necessary departments (Medical, Inmate Trust Fund, Security) of pending release of inmates.
- Prior to the release from the facility, ensures that eligible inmates have completed the Transition Assistance Program.
- Prior to the release from the facility, collects all articles issued to the inmate during his/her time served.
- Supplies to the transportation officer from the FDC, or to the inmate, all inmate's personal items.
- After the release of the inmate is completed, update all rosters and inmates database.
- Performs other duties as assigned.

Minimum Requirements

- High School diploma or GED equivalent required.
- Prior experience in a correctional setting is preferred.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



- Must be able to physically handle confrontational situations.
- Must be able to with stand high levels of mental stress.
- Must be able to maintain security, orderliness, and discipline of offenders.
- Must have satisfactory writing and communication skills.
- Ability to work with computers and the necessary software typically used by the department.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING			X	
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Classification Counselor	Position Code:	19376N
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Counselor Supervisor	Division:	Counseling
Review Date:	November 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Provides counseling services, assists the inmates/detainees in adjusting to facility life and obtaining needed services or changes in assignment. Develops and implements programs within the facility to meet the individual needs of inmates/detainees, to include individual and group counseling.

Primary Duties and Responsibilities

- Interviews newly admitted inmates/detainees. Develops detailed knowledge of those assigned to specific caseload.
- Resolves daily inmate/detainee problems, complaints and concerns with general counseling techniques.
- Conducts regularly scheduled meetings with inmates to provide assistance with rehabilitation program, work assignment, housing-related challenges.
- Makes daily assigned unit visits to ensure informal contact with inmates/detainees and interaction with Correction Officers.
- Inspects units for cleanliness and adherence to security practices.
- May log and distribute legal and certified mail and coordinate inmate telephone sign-up list.
- May serve as an active participant on the classification teaming committee meetings to determine assigned housing, in addition to appropriate work and rehabilitation programs. May serve on the discipline committee.
- Resolves day-to-day problems with counseling. Refers inmates/detainees with serious problems to professional counseling staff.
- May provide assistance to the inmates/detainees in obtaining needed services. Serves as a representative for the inmate/detainee at classification committee meetings.
- Maintains appropriate documentation of inmate/detainee daily contacts as detailed in the agency program procedures.
- Monitors inmate/detainee work details to ensure appropriate assignments and quotas are filled to provide facility needs.
- Coordinates approval/denial of inmate/detainee visiting and telephone lists.
- Assists the Corrections Officer with the security inspection of the living unit to ensure sanitary and security policies of the facility are adhered to.
- Assists with unit management activities as needed.
- Performs other duties as assigned.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Minimum Requirements

- High school diploma or equivalent certification required.
- Three (3) years experience working in a correctional setting required.
- Must have good verbal and written communication skills.
- Must possess the ability to work with a team of professionals and have the ability to implement team strategy approaches to work assignments.
- Must be flexible, cooperative and empathetic to the needs of staff and inmates/detainees.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS			X	
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Inmate Records Supervisor	Position Code:	19373B
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Asst. Facility Administrator, Programs	Division:	Records Management
Review Date:	August 2005	Supervises:	Records Staff
Edited:	May 2007	Facility:	Blackwater Correctional Facility

Summary

Oversees and monitors staff performance in inmate records, receiving and discharge functions.

Primary Duties and Responsibilities

- Ensures the legality and duration of confinements to the custody of the Attorney General.
- Maintains liaison with the U.S. Marshals, the courts, committing agencies, local law enforcement agencies, Federal Bureau of Investigations, U.S. Postal Service, U.S. Parole Commission and many other local, state and federal law enforcement agencies.
- Serves as the institution specialist on law and procedures affecting writs of habeas corpus, removal or extradition to other predictions and must remain abreast of legislation, case law and policy in these areas.
- Analyzes the overall operation of the employees in the department, establishes goals and objectively evaluates their effectiveness and reviews their progress; reviews training and needs for personnel development.
- Insures that institution security procedures relating to processing of inmates, property, and money are observed at all times. Close coordination with the Chief of Security, Business Manager, Unit Manager, and Case Management Coordinator is essential to the efficient operation of these areas as well as the Records Office.
- Performs internal audits throughout the institution in accordance with those areas affected by the laws and policies relating to the Records Office.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent. Bachelor's degree highly preferred.
- Five (5) years of supervisory/management experience in a field directly related to the specific duties of the position.
- Knowledge of program objectives, policies, procedures and duties specific to the position.
- Requires expertise in the areas of sentence composition, complex legal situations, insuring the safety and security of inmates and their legal confinement, mail management, records security and maintenance, court process and other data management.
- Working knowledge of the U.S. Criminal Code, Federal Prison Policies, the Code of Federal Regulations, and relevant courts decisions.
- Must be mature, flexible, intellectually alert, able to command the respect and confidence of inmates and staff, and philosophically committed to the objectives of the institution.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Skilled in interpreting policies and procedures and appropriate application to work situations.
- Ability to work with computers and the necessary software typically used by the department.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Inmate Records Clerk	Position Code:	19375Z
Exemption Status:	Non-Exempt	Department:	Programs
Reports To:	Records Supervisor	Division:	Records
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

This position provides clerical support related to maintaining accurate records for the facility. Due to the sensitivity of this position, the incumbent needs to exercise discretion and confidentiality related to the work performed.

Primary Duties and Responsibilities

- Performs data entry and maintenance of computer files.
- Collects and reviews all pertinent documents associated with the legal transfer of detainees.
- Maintains the detainee record for each new detainee that arrives at the facility. Updates files as required.
- Develops and submits required reports relative to the facility detainee file system, as well as other reports as required.
- Audits the detainee file pursuant to facility policy.
- Prepares detainee files for the release of detainees.
- Assists in the detainee release process as required.
- Assists in maintaining facility security, especially in area of responsibility, and promptly reports any violations or security hazards to appropriate supervisory staff.
- Adheres to company policies, procedures, and specific facility regulations including posted special orders and instructions. Maintains strict control of all equipment and supplies used in performance of duty especially those items that could be used for illicit purposes.
- Performs other duties as assigned.

Minimum Requirements

- High School diploma or GED equivalent required.
- Demonstrated clerical experience
- Experience in word processing and good knowledge of various software programs.
- Must be able to type 30 wpm with accuracy.
- Working knowledge of business English, good grammar and spelling skills, and ability to develop correspondence, reports and operational directives. Excellent organizational and communication skills.
- Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



problems; to maintain facility records; and to meet and deal effectively with the public and detainees.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY			X	
CLIMBING	X			
WALKING		X		
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Assistant Warden, Security	Position Code:	19372N
GEO Title:	Asst. Facility Admin., Security	Department:	Security
Exemption Status:	Exempt	Division:	
Reports To:	Facility Administrator	Supervises:	Security Staff
Review Date:	June 2004	Facility:	Blackwater Correctional Facility
Edited:	April 2007		

Summary

Responsible for the direction, management, implementation, and ongoing development of security and control operational procedures and policies for the facility. Assists management in the overall administration of the facility. Seeks to meet the needs of the company and contract agency by making improvement efficiencies without compromise to the safety and security of both the client population and staff employees.

Primary Duties and Responsibilities

- Directs security department functions, activities and supervision of security personnel.
- Directly responsible for the performance control activities of the operations and safety sections.
- Ensures that adequate procedures, post orders, staff training methods, equipment and space are established in all operations of the security department to ensure safety and security of staff, visitors, inmates and facility.
- Prepares departmental progress reports and other miscellaneous reports as requested by management.
- Reviews activities of the operations departments to determine progress toward stated goals and objectives.
- Monitors staff operational effectiveness and conducts regular physical inspections of the facility to ensure compliance with policies and procedures.
- Directs the work of other employees. This includes the selection, hiring, evaluating job performance, employee training/development, promoting and any disciplinary action, including termination.
- Assists management in the establishment of long-range plans and corresponding schedules to achieve facility goals and objectives.
- Assists management in ensuring that facility staff is able to respond appropriately to any emergencies.
- Assists in efforts to assure continuing, coordinated community planning for needs of inmates.
- Responds on a 24-hour, 7-day basis to significant unusual occurrences.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Available to act as top facility administrator when required.
- Performs other duties and responsibilities as needed to ensure the effective and successful operation of the facility.

Minimum Requirements

- Bachelor's degree in the behavioral sciences or related field supplemented by courses in business administration preferred and a minimum of ten (10) years of work experience in a correctional/detention facility at the level of mid-management, or an equivalent combination of work experience and education required.
- Must possess a working knowledge of program objectives, policies, correctional laws, applicable court orders, procedures and requirements for managing a secure correctional facility as demonstrated by having a combination of relevant work, education and research experience. Exceptions may be made concerning supervisory experience if the candidate clearly demonstrates the ability to supervise the proper administration of a correctional/detention facility of a substantial number of inmates.
- Must be mature, flexible, intellectually alert, able to command the respect and confidence of inmates and staff, and philosophically committed to the objectives of the facility.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
PUSHING OR PULLING				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIPMENT VEHICLES		X		
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Chief of Security	Job Code:	19377K
Exemption Status:	Exempt	Department:	Security
Reports To:	Facility Administrator or Assistant Facility Administrator	Division:	
Review Date:	May 2009	Supervises:	Security Staff
		Facility:	Blackwater Correctional Facility

Summary

Responsible for the daily direction and supervision of security operations and any related functions. Meets the needs of the company and contract agency by making improvements in security operations without compromise to the safety and security of the client population or staff.

Primary Duties and Responsibilities

- Oversees the daily functioning of all security unit operations.
- Responsible for ensuring compliance with all regulations, rules, policies, and procedures for effective and efficient security operations.
- Exercises overall supervision of staff. Participates in the processes including selecting, hiring, evaluating job performance, employee training and development, promoting, and any disciplinary action up to termination.
- Ensures that security personnel receive on-the-job security and safety training.
- Develops policies relating to security operations. Makes revisions to current policies as required. Seeks approval through proper management channels.
- Plans and responds to emergency situations, directs searches for escaped offenders.
- Participates in the formulation of escape and riot control plans. Directs the training of staff in the execution of plans, use of weapons, and control procedures.
- Serves as committee member on training, budget and policy review boards.
- May assist management in the establishment of long-range plans and corresponding schedules to achieve facility goals and objectives.
- May assist in efforts to ensure continuing and coordinated community planning.
- Meets periodically with shifts to discuss operational issues.
- Responds on a 24-hour, 7-day basis to significant or unusual occurrences.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent. Bachelor's degree in the behavioral sciences or related field supplemented by courses in business administration preferred.
- Five (5) years of progressive work experience in a correctional environment. Two (2) years must consist of management experience directly related to the supervision, custody, classification, and treatment of adult inmates at a correctional facility.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Ability to plan, assign, and supervise the work of others.
- Ability to treat staff and inmates in a consistent manner following proper policies and procedures that apply to the organization and facility.
- Above average verbal and written skills. Must be able to disseminate verbal instructions or training clearly and in a manner that is understood by the intended audience. Must be able to write memorandums and reports in a clear, concise, and accurate manner.
- Must possess a working knowledge of program objectives, policies, correctional laws, applicable court orders, procedures and requirements for managing a secure correctional facility as demonstrated by having a combination of relevant work, education and research experience.
- Must be mature, flexible, intellectually alert, able to command the respect and confidence of inmates and staff, and philosophically committed to the objectives of the facility.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS		X		
61 OR MORE LBS		X		
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY		X		
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Administrative Captain	Position Code:	19377J
Exemption Status:	Exempt	Department:	Security
Reports To:	Chief of Security	Division:	
Review Date:	June 2005	Supervises:	Varies
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Performs advanced responsible correctional duties in supervising correctional personnel in charge of inmates. Under general supervision, is responsible for directing the activities of a number of correctional and special officers engaged in maintaining order and discipline. Agency regulations and instructions from a supervisor dictate the manner of work, but the nature and variety of responsibilities require continuous exercise of independent judgment and resourcefulness. Performs duties of positions in other areas for the purpose of cross-training.

Primary Duties and Responsibilities

- Assists in the development and implementation of policies, procedures and regulations for custody, security and/or treatment of detainees/inmates.
- Responds to major unusual occurrences. Facilitates prompt and appropriate assistance to detainees/inmates in the event of injury, illness or emotional trauma.
- Promotes an atmosphere conducive to personality and character development of detainees/inmates and staff through the encouragement of favorable behavior patterns, arrangement of physical facilities, and influencing relationships among detainees/inmates.
- Directs the work of other employees. This includes the selection, hiring, evaluating job performance, employee training/development, promoting and any disciplinary action, including termination.
- Makes assignments, reviews post orders and assures that all procedures including emergency procedures are in place and staff is trained in proper implementation.
- Reviews disciplinary matters concerning both staff and detainees.
- Reviews staff effectiveness and conducts frequent physical inspections of the facility to ensure compliance with policies and procedures.
- Gives primary guidance on situational problems; making referrals for more complex problems.
- Prepares records and reports as assigned by management. Maintains daily logs as required.
- Responsible for attaining facility goals/objectives and ensuring compliance with all rules, regulations, policies and/or procedures for security operations.
- Directs work, provides training and performs inspections of work performed by detainee/inmate staff. May provide detainee supervision and security in other areas as needed.
- Performs other duties as assigned.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Minimum Requirements

- High school diploma or equivalent certification required.
- College coursework and advanced training in behavioral sciences, correctional services or related field preferred.
- Three (3) years of experience working in a correctional setting, one of which was in a position requiring supervisory capabilities.
- Must be mature, flexible, intellectually alert, able to command the respect and confidence of detainees/inmates and staff, philosophically committed to the objectives of the facility, and possess a high tolerance to mental stress.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Shift Supervisor Captain	Position Code:	19377H
Exemption Status:	Exempt	Department:	Security
Reports To:	Chief of Security	Division:	
Review Date:	January 2005	Supervises:	Security Staff
Edited:	May 2007	Facility:	Blackwater Correctional Facility

Summary

Acts as shift commander by directing all security operations on one shift. Supervises security and control activities and staff during assigned shift, providing for maximum facility coordination, inmate supervision and safety, and preparation of records and reports.

Primary Duties and Responsibilities

- Responsible directly to the Chief of Security (Night Major on night shift).
- Directs security activities and supervises custodial staff.
- Assists in the development and implementation of policies, procedures and regulations for custody, security and/or treatment of inmates.
- Conducts inspection tours to ensure compliance with all security, safety, sanitation, contraband, fire and/or other facility regulations, policies and procedures.
- Reviews disciplinary matters concerning both staff and inmates.
- Reviews staff effectiveness and conducts frequent physical inspections of the facility to ensure compliance with policies and procedures.
- Responds to major unusual occurrences.
- Direct line supervision over correctional officers, makes assignments, reviews post orders and assures that all procedures including emergency procedures are in place and staff is trained in implementation of same.
- Promotes an atmosphere conducive to personality and character development through the encouragement of favorable behavior patterns, arrangement of physical facilities, and influencing relationships among inmates.
- Facilitates prompt and appropriate assistance to inmates in the event of injury, illness or emotional trauma.
- Gives primary guidance on situational problems; makes referrals for more complex problems.
- Supports, clarifies, and helps inmates relate to all programs of the facility.
- Prepares records and reports as assigned.
- Enforces facility goals.
- Monitors daily logs.
- Performs other duties as assigned.

Minimum Requirements

- Must meet same basic qualifications as a Corrections Officer.
- Minimum high school graduate or equivalent; related college courses highly desirable.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

- Minimum of three (3) years of experience working in a correctional setting, one of which was in a position requiring supervisory capabilities.
- Must be representative of worthwhile qualities with which an inmate can identify. Must be emotionally stable, understanding and philosophically attuned to the facility objectives. Must be flexible, cooperative, and empathetic to the total needs of the inmates.
- Working knowledge of laws relating to corrections.
- Working knowledge of all applicable court orders.
- Ability to communicate and interact with a variety of personalities.
- Ability to interpret complex written/oral communication, documents, and instructions.
- Ability to make and implement decisions without assistance.
- Ability to give instructions and have them carried out.
- Ability to coordinate staffing requirement for security supervisors and officers.
- Ability to write communication documents, policies, courtroom defenses, contract negotiations, and other required written correspondence.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP VEHICLES	X			
WORKING WITH MACHINERY		X		
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Assist. Shift Supervisor Lieutenant	Job Code:	19377C
Exemption Status:	Exempt	Department:	Security
Reports To:	Shift Supervisor Captain	Division:	
Review Date:	June 2004	Supervises:	Corrections Officers
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Supervises security/control activities and staff in an assigned area, which provides for maximum facility coordination in prisoner supervision and safety, in addition to the preparation of required records and reports.

Primary Duties and Responsibilities

- Assists in the development and implementation of policies, procedures and regulations for custody, security and/or treatment of detainees/inmates.
- Responds to major unusual occurrences. Facilitates prompt and appropriate assistance to detainees/inmates in the event of injury, illness or emotional trauma.
- Promotes an atmosphere conducive to personality and character development of detainees/inmates and staff through the encouragement of favorable behavior patterns, arrangement of physical facilities, and influencing relationships among detainees/inmates.
- Directs the work of other employees. This includes the selection, hiring, evaluating job performance, employee training/development, promoting and any disciplinary action, including termination.
- Makes assignments, reviews post orders and assures that all procedures including emergency procedures are in place and staff is trained in proper implementation.
- Reviews disciplinary matters concerning both staff and detainees.
- Reviews staff effectiveness and conducts frequent physical inspections of the facility to ensure compliance with policies and procedures.
- Gives primary guidance on situational problems; making referrals for more complex problems.
- Prepares records and reports as assigned by management. Maintains daily logs as required.
- Responsible for attaining facility goals/objectives and ensuring compliance with all rules, regulations, policies and/or procedures for security operations.
- Directs work, provides training and performs inspections of work performed by detainee/inmate staff. May provide detainee supervision and security in other areas as needed.
- Performs other duties as assigned.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Minimum Requirements

- High school diploma or equivalent certification required.
- College coursework and advanced training in behavioral sciences, correctional services or related field preferred.
- Three (3) years of experience working in a correctional setting, one of which was in a position requiring supervisory capabilities.
- Must be mature, flexible, intellectually alert, able to command the respect and confidence of detainees/inmates and staff, philosophically committed to the objectives of the facility, and possess a high tolerance to mental stress.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP VEHICLES		X		
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Segregation Lieutenant	Position Code:	19377G
Exemption Status:	Exempt	Department:	Security
Reports To:	Chief of Security	Division:	
Review Date:	June 2004	Supervises:	Corrections Officers
Edited:	November 2007	Facility:	Blackwater Correctional Facility

Summary

Responsible for all security related functions in the Segregation Unit. Seeks to provide maximum facility coordination in prisoner supervision and safety.

Primary Duties and Responsibilities

- Assists in the development and implementation of policies, procedures and regulations for custody, security and/or treatment of detainees/inmates.
- Responds to major unusual occurrences. Facilitates prompt and appropriate assistance to detainees/inmates in the event of injury, illness or emotional trauma.
- Promotes an atmosphere conducive to personality and character development of detainees/inmates and staff through the encouragement of favorable behavior patterns, arrangement of physical facilities, and influencing relationships among detainees/inmates.
- Directs the work of other employees. This includes the selection, hiring, evaluating job performance, employee training/development, promoting and any disciplinary action, including termination.
- Makes assignments, reviews post orders and assures that all procedures including emergency procedures are in place and staff is trained in proper implementation.
- Reviews disciplinary matters concerning both staff and detainees.
- Reviews staff effectiveness and conducts frequent physical inspections of the facility to ensure compliance with policies and procedures.
- Gives primary guidance on situational problems; making referrals for more complex problems.
- Prepares records and reports as assigned by management. Maintains daily logs as required.
- Responsible for attaining facility goals/objectives and ensuring compliance with all rules, regulations, policies and/or procedures for security operations.
- Directs work, provides training and performs inspections of work performed by detainee/inmate staff. May provide detainee supervision and security in other areas as needed.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- College coursework and advanced training in behavioral sciences, correctional services or related field preferred.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements. In addition to what is found in this description, further detail may be found with the reporting manager as a desk copy to assist with performance evaluation.



- Three (3) years of experience working in a correctional setting, one of which was in a position requiring supervisory capabilities.
- Must be mature, flexible, intellectually alert, able to command the respect and confidence of detainees/inmates and staff, philosophically committed to the objectives of the facility, and possess a high tolerance to mental stress.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING			X	
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements. In addition to what is found in this description, further detail may be found with the reporting manager as a desk copy to assist with performance evaluation.

JOB DESCRIPTION

Job Title:	Disciplinary Lieutenant	Position Code:	19377D
Exemption Status:	Non-Exempt	Department:	Security
Reports To:	Asst. Facility Administrator, Security	Division:	
Review Date:	July 2005	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Conducts institutional disciplinary hearings and imposes appropriate sanctions for inmate misconduct incidents following pre-established rules and guidelines. Reports recommendations to the Unit Disciplinary Committee (UDC). In addition, performs correctional duties.

Primary Duties and Responsibilities

- Conducts disciplinary hearings on acts of misconduct referred by the UDC.
- Conducts administrative fact-finding hearings including acts which could result in criminal charges.
- Reviews disciplinary reports; makes decisions regarding witnesses; takes and records testimonies; obtains, reviews, and evaluates evidence; determines whether submitted evidence supports allegations of misconduct.
- Follows pre-established rules and guidelines to impose disciplinary sanctions.
- Composes written reports of findings.
- Assists in training institution staff in matters of inmate discipline.
- Conducts other "due process" hearings.
- Performs other duties as assigned.

Minimum Requirements

- High School Diploma or equivalent certification required.
- Three (3) years experience in correctional administration and operations.
- Ability to analyze data and information and prepare professional reports from same.
- Specialized training and certification in the review and analysis of administrative rules, court procedures and decisions, quasi-criminal procedures and conduct of hearings from the Bureau of Prison (BOP).
- Specific knowledge and experience in the following disciplines are preferred:
 - Custody and supervision of inmates.
 - Correctional emergency procedures.
 - Use of force.
 - Inmate disciplinary procedures.
 - Investigations.
 - Incident reporting.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS	X			
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING		X		
REACHING ABOVE SHOULDER LEVEL		X		
DRIVING AUTOMATIC EQUIP. VEHICLES	X			
WORKING WITH MACHINERY	X			
CLIMBING		X		
WALKING			X	
STANDING			X	
SITTING			X	
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Housing Supervisor Sergeant	Position Code:	19377B
Exemption Status:	Non-Exempt	Department:	Security
Reports To:	Assist Shift Supervisor Lieutenant	Division:	
Review Date:	June 2004	Supervises:	Corrections Officers
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Responsible for supervising the security/control activities and the work flow of officers assigned to a specific housing area. Ensures proper security procedures are followed as prescribed by the rules, regulations, policies and procedures of the company and the contracting agency.

Primary Duties and Responsibilities

- Oversees security unit operations of the assigned housing unit, which may be designed to either house female detainees/inmates or detainees/inmates separate from the general population in either administrative detention or disciplinary segregation status (Special Housing Unit, a.k.a SHU).
- Directs the work flow of correctional officers and staff, makes assignments, reviews post orders and ensures emergency and all other procedures are in place.
- Promotes an atmosphere conducive to personality and character development through the encouragement of favorable behavior patterns, arrangement of physical facilities, and influencing relationships among detainees/inmates. Supports, clarifies, and helps detainees/inmates to relate to all facility programs.
- Reviews disciplinary matters concerning both staff and detainees/inmates. Refers information to management for appropriate action.
- Ensures compliance with all rules, regulations, policies and procedures pertaining to the housing unit assigned. May assist in the development and implementation of updated policies, procedures and regulations for the custody, security and/or treatment of detainees/inmates. Reviews staff effectiveness and conducts frequent physical inspections of facility to ensure compliance with policies and procedures
- Ensures all officers/staff are fully trained in the specific housing unit assigned.
- Responds to major unusual occurrences as trained.
- Facilitates prompt and appropriate assistance to detainees/inmates in the event of injury, illness and emotional trauma.
- Responsible for maintaining records and preparing reports as assigned by management. Maintains daily logs as required.
- Performs other duties as assigned.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

Minimum Requirements

- High school diploma or equivalent certification required.
- College coursework and advanced training in behavioral sciences, correctional services or related field preferred.
- Three (3) years of experience working in a correctional setting, one of which was in a position requiring supervisory capabilities. Work experience with detainee/inmate populations specific to the housing unit being staffed preferred.
- Must be mature, flexible, intellectually alert, able to command the respect and confidence of detainees/inmates and staff, philosophically committed to the objectives of the facility, and possess a high tolerance to mental stress.
- Must have a proven work history with sound abilities to write communication documents, policies and other required written correspondence.

Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY	X			
CLIMBING	X		X	
WALKING				X
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

JOB DESCRIPTION

Job Title:	Armory Locksmith Sergeant	Position Code:	193771
Exemption Status:	Non-Exempt	Department:	Security
Reports To:	Shift Supervisor Captain	Division:	
Review Date:	November 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Responsible for the security, inventory, and maintenance of the facility armory including all firearms, other security equipment, chemical agents and key control.

Primary Duties and Responsibilities

- Ensures the safe handling of all firearms, chemical agents and ammunition.
- Ensures compliance with all rules, regulations, policies and procedures pertaining to key control. May assist in the development and implementation of updated policies, procedures and regulations for the custody, security and/or treatment of inmates/detainees. Reviews staff effectiveness and conducts frequent physical inspections of the facility to ensure compliance with policies and procedures.
- Ensures all equipment is issued and signed for on the Arsenal equipment issue log. Responsible for maintaining records and preparing reports as assigned by management. Maintains daily logs as required.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or equivalent certification required.
- Must be twenty-one (21) years of age.
- One (1) year of experience in a correctional facility with responsibility for direct supervision over inmates/detainees or an equivalent combination of work experience and education.
- Working knowledge of firearms, firearm safety, and key control procedures.
- Must have a proven work history with sound abilities to write communication documents, policies and other required written correspondence.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS			X	
11-20 LBS		X		
21-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS		X		
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES		X		
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING				X
STANDING			X	
SITTING		X		
WORKING IN EXTREME TEMPERATURES		X		

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.



JOB DESCRIPTION

Job Title:	Security Clerk	Position Code:	19375V
Exemption Status:	Non-Exempt	Department:	Security
Reports To:	Chief of Security	Division:	
Review Date:	June 2004	Supervises:	None
Edited:	April 2007	Facility:	Blackwater Correctional Facility

Summary

Under direct supervision, performs daily office clerical tasks such as filing, recording, maintaining records, copying, posting, and other similar duties. Clerks may be used in various departments and perform similar duties related to the specific function being supported.

Primary Duties and Responsibilities

- Answers phones, directs calls, and takes messages.
- Maintains moderately complex indexes and files
- Types correspondence, reports and other materials as required.
- May operate an adding machine, calculator, telex terminal, copy machine, or any other office machine requiring no previous training.
- In performance of other duties, communicates with a computer through a terminal for information retrieval and data entry.
- Performs other duties as assigned.

Minimum Requirements

- High school diploma or GED certificate.
- Demonstrated experience in office procedures and related clerical duties.
- Ability to interact in a professional manner in both individual and group settings.
- Ability to work with a team of inmates and have the ability to implement team strategy approaches to work assignments.
- Good oral and written communication skills.
- Ability to understand and carry out moderately complex oral and written instructions; to make minor decisions in accordance with rules and regulations as they apply to work problems; to maintain company records; and to meet and deal effectively with the public and inmates.
- Ability to work with computers and the necessary software typically used by the department.

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

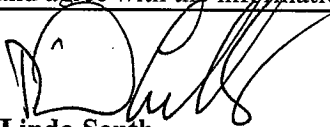


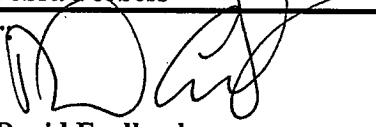
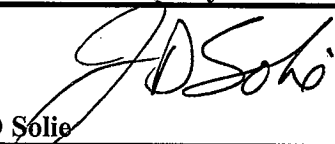


Working Conditions: Encountered on a regular basis as part of the work this job performs.

	NEVER	OCCASIONALLY (0-30%)	FREQUENTLY (31-60%)	CONTINUOUSLY (61-100%)
LIFTING OR CARRYING				
1-10 LBS		X		
11-20 LBS		X		
21-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
PUSHING OR PULLING:				
1-40 LBS	X			
41-60 LBS	X			
61 OR MORE LBS	X			
BENDING OR STOOPING			X	
REACHING ABOVE SHOULDER LEVEL			X	
DRIVING AUTOMATIC EQUIP. VEHICLES.	X			
WORKING WITH MACHINERY	X			
CLIMBING	X			
WALKING		X		
STANDING		X		
SITTING				X
WORKING IN EXTREME TEMPERATURES	X			

NOTE: Job descriptions are not intended to be exhaustive lists of all responsibilities, skills, efforts or working conditions associated with a job, but are intended to accurately reflect principal job elements.

**SCHEDULE XIIB: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES
UNDERTAKEN IN THE LAST FIVE YEARS**

Schedule XII-B Cover Sheet and Agency Project Approval	
Agency: Department of Management Services	Schedule XII-B Submission Date: October 15, 2010
Project Name: Private Prison Monitoring – Graceville Correctional Facility	Is this project included in the Agency's LRPP? ____ Yes <u> X </u> No
FY 2010-2011 LBR Issue Code:	FY 2010-2011 LBR Issue Title:
Agency Contact for Schedule XII-B (Name, Phone #, and E-mail address): Debra Forbess, 487-9911; debra.forbess@dms.myflorida.com	
AGENCY APPROVAL SIGNATURES	
I am submitting the attached Schedule XII-B in support of our legislative budget request. I have reviewed and agree with the information in the attached Schedule XII-B.	
Agency Head:  Printed Name: Linda South	Date: 10/13/2010
Agency Chief Information Officer:  Printed Name: Joe Wright	Date: 10/7/10
Budget Officer:  Printed Name: Debra Forbess	Date:
Planning Officer:  Printed Name: David Faulkenberry	Date: 10/13/2010
Project Sponsor:  Printed Name: JD Solie	Date: 9-24-10

**SCHEDULE XIIB: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES
UNDERTAKEN IN THE LAST FIVE YEARS**

Schedule XII-B Cover Sheet and Agency Project Approval	
Agency: Department of Management Services	Schedule XII-B Submission Date: October 15, 2010
Project Name: Private Prison Monitoring – Graceville Correctional Facility	Is this project included in the Agency’s LRPP? _____ Yes <u> X </u> No
FY 2010-2011 LBR Issue Code:	FY 2010-2011 LBR Issue Title:
Agency Contact for Schedule XII-B (Name, Phone #, and E-mail address): Debra Forbess, 487-9911; debra.forbess@dms.myflorida.com	
AGENCY APPROVAL SIGNATURES	
I am submitting the attached Schedule XII-B in support of our legislative budget request. I have reviewed and agree with the information in the attached Schedule XII-B.	
Agency Head:	Date:
Printed Name: Linda South	
Agency Chief Information Officer:	Date:
Printed Name: Joe Wright	
Budget Officer:	Date:
Printed Name: Debra Forbess	
Planning Officer:	Date:
Printed Name: David Faulkenberry	
Project Sponsor:	Date:
Printed Name: JD Solie	

**SCHEDULE XIIB-1: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES
UNDERTAKEN IN THE LAST FIVE YEARS – BACKGROUND INFORMATION**

Background Information	
1.	<p>Provide a narrative summary describing the agency’s decision to outsource or privatize the service or activity.</p> <p>Attach to Schedule XII-B copies of the original business case and cost benefit analysis. If these documents are unavailable, attach any documents which state the original intention of the outsourcing or privatization initiative that will detail its goals, objectives, and expected outcomes. Such documents may include (a) original legislative budget requests, (b) original budget amendments, (c) legislative presentations, or (d) agency planning documents.</p>
	<p>The Florida Legislature authorized the construction and operation of privately operated institutions in 1989. The privatization purpose was to reduce the costs associated with the state’s rising inmate population and to identify innovative and effective approaches to corrections. In 1993, the Florida Legislature created the Correctional Privatization Commission for the purpose of entering into contracts for the construction and operation of private correctional facilities. In July 2004, the Correctional Privatization Commission was transferred to the Department of Management Services (DMS) for contractual oversight of five private correctional facilities. The Correctional Privatization Commission was abolished in July 2005.</p>
2.	<p>Have the anticipated cost savings and benefits of the initiative realized? Explain.</p>
	<p>Chapter 957.07, Florida Statute, requires the contract or series of contracts for a facility result in a cost savings of 7-percent over the public provision of a similar facility. However, due to difference in educational and substance abuse programs offered and the size of private facilities compared to public facilities, the actual cost savings varies. In 2001, the Legislature created the Prison Per Diem Workgroup to develop consensus per diem rates to determine the level of funding provided to privately operated prisons, which must reflect at least a 7-percent saving when compared to the Department of Corrections. In 2005, DMS re-bid the operations and management contracts for the Lake City and South Bay Correctional Facilities. The contracts were executed effective July 1, 2006 and will end June 30, 2009. The cost savings achieved over the Department of Corrections’ per diem for Lake City over three (3) years was \$4,014,001. The cost savings achieved over the Department of Corrections’ per diem for South Bay over three (3) years was \$13,846,212.45. In 2006, DMS re-bid the operations and management contract for the Bay, Gadsden, and Moore Haven Correctional Facility. The contract period began July 10, 2007 (Bay and Gadsden) and July 1, 2009 (Moore Haven), the contracts will end June 30, 2010. The cost savings achieved over the Department of Corrections per diem over three (3) years was \$1,987,480 at the Bay Correctional Facility, the savings over three (3) years at the Moore Haven Facility was \$2,877,999, and the three (3) year savings at the Gadsden Facility was \$5,273,733. In 2009, DMS re-bid the operations and management contracts for the Lake City and South Bay Correctional Facilities. The contracts became effective in July 2009 for three year term. The cost savings achieved over the Department of Corrections’ per diem was \$6,551,493 for the three (3) year term on the Lake City contract and \$23,638,422 for the three (3) year term on the South Bay contract. In 2010, DMS re-bid the operations and management contracts for the Bay, Gadsden, Graceville & Moore Haven Correctional Facilities. The total cost savings of the four contracts over three years will be \$3.8 million.</p>
3.	<p>Provide a narrative description of the type of procurement method used to outsource or privatize the service or activity.</p>

Attach a copy of any solicitation documents, requests for quote, or similar document issued by the agency for this procurement.

The Correctional Privatization Commission (CPC) issued a Request for Proposal (RFP) for 6 correctional facilities. The RFP for the designing, financing, acquiring, leasing, constructing, and operating 3 adult male and 3 youthful offender facilities were issued. One adult female facility was transferred from the Department of Corrections to the CPC in July 1999. Two of the youthful offender facilities, once constructed, were transferred to the Department of Juvenile Justice for oversight of operation. These two facilities were later transferred from the Department of Juvenile Justice to the Department of Corrections for oversight of operation. Since the transfer of the private correctional facilities to the DMS, the following procurements have been completed:

- 1) An ITN was issued in 2005 for the design-build and operations and management of a new facility in Graceville, Florida. Contracts for both were executed in February 2006. The Graceville Correctional Facility became operational in September 2007;
- 2) An ITN was issued and a contract was executed in 2005 for a project manager to oversee the design and construction of the new facility in Graceville, Florida. This contract was extended in 2007 to include services for the 384-bed expansion project authorized in the 2007 Legislative Session;
- 3) ITNs were issued in 2005 for the expansion of three facilities (Bay, Gadsden, and Moore Haven), with both the design-build and operations and management contracts executed in February 2006. The expansions were completed in July 2007;
- 4) An ITN was issued and a contract was executed in 2005 for a project manager to oversee the design and construction of the expansion of Bay, Gadsden, and Moore Correctional Facilities;
- 5) An ITN was issued and a contract was executed in 2006 for a study to be completed which would compare the costs to operate a private correctional facility against the costs to operate a similar state operated facility;
- 6) ITNs were issued in 2005 for the re-bid of the operations and management contracts at the Lake City and South Bay Correctional Facilities. The contracts were executed in June 2006, for a three-year period beginning July 1, 2006 – June 30, 2009;
- 7) ITNS were issued in November 2006 for the re-bid of the operations and management contracts for the Bay, Gadsden, and Moore Haven Correctional facilities. The contracts were effective in July 2007 and will end June 30, 2010;
- 8) An RFP was issued for project management services to include oversight of all authorized design build contracts. The contract was executed in July 2008 for a five year term;
- 9) An ITN was issued in August 2007 for a 384-bed expansion at the Graceville Correctional Facility. The expansion was completed in February 2009 and inmates began to be transferred to the additional beds in July 2009;
- 10) An ITN was issued in September 2008 for the design, build and operations of a new 2,000 bed correctional facility. The design build contract was executed on March 18, 2009. The operations and management contract has not been finalized. The facility will become operational in October 2010; and
- 11) In 2009, ITNs were issued for the re-bid of the operations and management contracts for the Lake City and South Bay Correctional Facilities. The contracts were effective July 31, 2009 and July 1, 2009 respectively.
- 12) During the 2009-2010 Fiscal Year, an RFP was issued to re-bid the Bay, Gadsden, Moore Haven and Graceville Correctional Facilities.

4. Section 287.057(14), Florida Statutes, allows contracts for commodities and contractual services to be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Such renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

For the outsourced or privatized service or activity, identify the number of times the contract has been renewed and specify the renewal period of each. Attach a copy of the documentation verifying the contractor's satisfactory performance compliance required prior to each renewal.

Bay Correctional Facility's operations and management contract effective July 1, 2000 contract terminated on June 30, 2002. The contract was renewed for one year periods as follows: July 1, 2002 – June 30, 2003 / July 1, 2003 – June 30, 2004 / July 1, 2004 – June 30, 2005. Currently due to expansion at the facility, the contract has been renewed July 1, 2005 – June 30, 2007. The contract was extended from July 1, 2007 – July 9, 2007 for the final completion of contract negotiations. Gadsden Correctional Facility's operation and management contract effective July 1, 1999 terminating June 30, 2001. The contact was then renewed for a two year period effective July 1, 2001 – June 30, 2003. The contract was then renewed for one year periods as follows: July 1, 2003 – June 30, 2004 / July 1, 2004 – June 30, 2005. The contract has been renewed July 1, 2005 – June 30, 2007, due to an expansion project. A new operations and management contract was effective July 10, 2007 and was to terminate on June 30, 2010. The contract was extended to July 31, 2010.

Gadsden Correctional Facility's operation and management contract effective July 1, 1999 contract terminated June 30, 2001. The contact was then renewed for a two year period effective July 1, 2001 – June 30, 2003. The contract was then renewed for one year periods as follows: July 1, 2003 – June 30, 2004 / July 1, 2004 – June 30, 2005. The contract was renewed July 1, 2005 – June 30, 2007, due to expansion at the facility. The July 1, 2005 – June 30, 2007 contract was extended until July 9, 2007 to complete negotiations. A new operations and management contract was effective July 10, 2007 and will terminate on June 30, 2010. The contract was extended to July 31, 2010.

Lake City Correctional Facility's operations and management contract effective February 14, 2000 terminating on June 30, 2001. The contract was then renewed for a two year period effective July 1, 2001 – June 30, 2003. The contact was then renewed for one year periods as follows: July 1, 2003 – June 30, 2004 / July 1, 2004 – June 30, 2005 / July 1, 2005 – June 30, 2006. An ITN was issued in 2005 for the re-bid of the contract. The contract was executed in June 2006, for a three-year period beginning July 1, 2006 – June 30, 2009. Two Two-week renewals were executed in July 2009 to finalize the new contract. An ITN was issued in 2009 for the re-bid of the contract. The contract was executed July 31, 2009 for a three-year term effective July 31, 2009 – June 30, 2012.

Moore Haven Correctional Facility's operations and management contract effective July 1, 2000 and terminated on June 30, 2002. The contract was renewed for a two year period effective July 1, 2002 – June 30, 2004. The contract was then renewed July 1, 2004 – June 30, 2005. Currently due to expansion at the facility, the contract has been renewed July 1, 2005 – June 30, 2007. A new contract was effective July 1, 2007 and will terminate on June 30, 2010. The contract was extended to July 31, 2010.

South Bay Correctional Facility's operations and management contract dated February 3, 2000 terminating on June 30, 2001. The contract was then renewed for a two year period effective July 1, 2001 – June 30, 2003. The contract was renewed for one year periods July 1, 2003 – June 30, 2004 / July 1, 2004 – June 30, 2005 / July 1, 2005 – June 30, 2006. An ITN was issued in 2005 for the re-bid of the contract. The contract was executed in June 2006, for a three-year period beginning July 1, 2006 – June 30, 2009. An ITN was issued in 2009 for the re-bid of the contract. The contract was executed July 1, 2009 for a three-year term effective July 1, 2009 – June 30, 2012.

Graceville Correctional Facility's operations and management contract became effective in September 2007 and will terminate on September 25, 2010.

5. For the outsourced or privatized service or activity, has the contractor satisfactorily complied with all service level requirements? Provide a narrative summary describing service level requirements compliance or noncompliance.

Chapter 957.04 requires the vendor providing operations must seek, obtain and maintain accreditation by the American Correctional Association (ACA) for each facility. Each facility has achieved ACA accreditation and has maintained re-accreditation every three years. The privately operated facilities have had no inmate escapes ensuring public safety. The vendors continue to implement innovative programs at the facilities to aid inmate transition into society after release.

6. Describe any unexpected benefits from outsourcing or privatization of the service or activity.

The privately operated facilities have been able to maintain educational and substance abuse programs, whereas the Department of Corrections has had to cut programs offered to inmates in the public facilities. The programs are beneficial in ensuring inmates have a GED, training for job placement and an understanding that substance abuse must be managed to prevent recidivism once released from custody.

7. Describe any unexpected problems or issues with the outsourcing or privatization of the service or activity.

Subsequent to the transfer and as a result of the IG Audit, DMS (Bureau of Private Prison Monitoring) has:

- 1) Developed a reporting method comparing vacancies against program numbers which has been consistent since implementation. Calculation of deductions has also been consistent since implementation of the new process in January 2005.
- 2) Provided to the vendors and its Contract Managers written instructions and enhancements to methods of reporting information to ensure consistency in their reporting methods and response time.
- 3) Received three (3) additional FTEs. One position is responsible for screening/reviewing criminal background information once completed for each potential new hire at the correctional facilities, interpreting the criminal history, and notifying the vendor whether the potential new hire is clear or not clear to be employed at the correctional facility. The other two (2) positions are Management Review Specialists who are routinely traveling to the correctional facilities to conduct quality reviews, assist the Contract Managers, developing reports and recommendations, and developing policies and procedures.
- 4) The two (2) Management Review Specialists have met with all respective Department of Corrections' Regional Directors to convey the Bureau's interest in being as reciprocal as possible on information and cooperation.
- 5) All private prison wardens will be attending monthly regional warden meetings.
- 6) All facilities will now forward their draft response to these routine audits to us prior to them being sent outside of the private prison system.
- 7) Mandated weekly meetings between the Wardens and the Contract Monitors. The one-on-one meetings include discussion relating to pending incidents/investigations and their status, policy issues, vacancy

issues, follow-up to pending issues, etc. The Contract Managers are providing weekly to the Bureau an update/status of issues discussed.

8) Provided substantive training in April 2006 for central office staff and the Contract Managers. Training was provided by the Department of Children and Families; Department of Corrections; the Florida Department of Law Enforcement; and the Department of Financial Services. Training sessions included investigations; MINS reports; procedures; contract monitoring; proper content of personnel files; and officer discipline.

9) In May 2009, sixteen hours of training was provided to the six on-site contract managers in coordination with the Department of Corrections that is also provided to their staff that interact with inmates within correctional facilities.

As a result of the training many new practices have been developed or are in the process of being developed to further enhance oversight as follows:

- A complete revamping of the Contract Monitoring Manual utilizing the instrument/contract monitoring tools. In 2007, the new monitoring instrument was launched in a web-based database. The database generates approximately 74-77 indicators that are reviewed on a monthly basis by the contract managers. The indicators are reviewed and a score is assessed on the vendor's performance;
- Bureau staff have been added to mailing lists at the Department of Corrections and FDLE to ensure the Bureau is kept abreast of industry changes and to maintain working relationships between the various agencies;
- Receive daily updates from the Department of Corrections in real time through the computer system which reflect any incidents statewide, through the Emergency Action Center and Management Information Notification System (MINS).
- Bureau staff have been given access to FDLE's Automated Training Management System (ATMS) which will allow staff to view correctional officers' files; access will ensure appropriate monitoring of issues within the facilities;
- Coordinating with FDLE for the Contract Managers to attend FDLE quarterly meetings;
- Implemented the use of a standard inmate grievance report as a statewide form for the private facilities;
- Mandated weekly meetings between the Bureau's on site Contract Managers and the facilities' wardens to improve communications;
- Developed a reporting mechanism for the Contract Managers to report incidents/investigations to the Bureau in the web-based database in real time;
- Will conduct annual training/retreat;
- Coordinate with the DC's IG's office on conducting regular quarterly or semi-annually audits (canine unit) at each facility;
- Additional tours/visits will be made to the facilities by central office staff;
- Added Contract Managers as participants in the Bureau's weekly staff meetings; and
- Implemented an Inmate Welfare Trust Fund (IWTF) Committee to review and approve proposed expenditure requests for each correctional facility.
- Implementation of policy on response to official audits, where the Bureau has a uniform system to ensure any findings are corrected or contract credits are applied.

8. Briefly describe your agency's overall level of satisfaction with the results of outsourcing or

privatization of the service or activity.

Privatization of correctional facilities has resulted in innovative programs in the facilities which benefit the inmate population. The educational and substance abuse classes will enable the inmates, upon release, to find gainful employment and make life choices that will prevent re-offending and the return to prison. Competitively bidding operations and management contracts have resulted in cost savings to the state.

9. What lessons learned should be shared with other agencies considering the outsourcing or privatization of a similar service or activity?

Implementation of policy and procedures to ensure that guidelines are established would be beneficial for both the state and vendor. Appointing commission members that are not paid employees of the state and volunteer their time to make decisions on contractual issues that impact the state was not effective. The appropriation for the administration of the contracts is within the Department of Management Services budget and the appropriations for the operation of the facilities within the Department of Corrections budget results in a division of the responsibility and challenges.

Office of Policy and Budget – July, 2008

SCHEDULE XIIB-2: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES UNDERTAKEN IN THE LAST FIVE YEARS - COST AND DELIVERABLES DATA

Section I: Cost Data

Graceville Correctional Facility

Fiscal Year	Planned Costs	Actual/Revised Costs	Planned Savings	Actual/Revised Savings
FY 2008 - 2009	\$21,221,100	\$20,639,932	\$	\$
FY 2009 - 2010	\$24,159,146	\$23,932,259	\$	\$
FY 2010 - 2011	\$24,047,470	\$	\$	\$
FY 2011 - 2012	\$24,047,470	\$	\$	\$
FY 2012 - 2013	\$	\$	\$	\$
FY 2013 - 2014	\$	\$	\$	\$
FY 2014 - 2015	\$	\$	\$	\$
FY 2015 - 2016	\$	\$	\$	\$
FY 2016 - 2017	\$	\$	\$	\$
FY 2017 - 2018	\$	\$	\$	\$

Variance	Reasons			
Cost				
Savings				

Section II: Deliverables and Milestones Schedule

For each outsourced or privatized service or activity, complete the deliverables and milestones schedule below:

Deliverables and Milestones	Original	Actual Date/ Revised Date
Daily operations of 1,884 bed adult male correctional facility housing medium and close custody inmates		
The contract for the operations of the 1,884 bed facility was re-bid during the 2009-2010 Fiscal Year.		

Variance	Reasons			
Schedule				

Office of Policy and Budget - July, 2008



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Governor Charlie Crist

Secretary Linda H. South

MEMORANDUM

DATE: April 13, 2010

TO: Linda South, Secretary
James Finch, Chief of Staff

THRU: Anthony Garcia, Director, Departmental Purchasing

FROM: Negotiation Team: Ailneal (Neal) Morris Management Review Specialist, Private Prison Monitoring (Lead Negotiator); Michael Weber, Chief, Private Prison Monitoring; Kim Mims, Management Review Specialist, Private Prison Monitoring; James Upchurch, Chief of Security Operations, Department of Corrections; Jimmie Smith, Contracting Supervisor, Office of Health Services, Department of Corrections

SUBJECT: Invitation to Negotiate No.: DMS 09/10-017; Operation and Management of Bay, Gadsden, Graceville, and Moore Haven Correctional Facilities; Negotiation Team Recommendation of Award

I. INTRODUCTION

As to ITN No. DMS 09/10-017 – Operation and Management of the Bay, Gadsden, Graceville, and Moore Haven Correctional Facilities (the “ITN”), the Negotiation Team hereby provides its recommendation of award.

The purpose of this solicitation is to establish contracts for the operation and management of Bay Correctional Facility, Gadsden Correctional Facility, Graceville Correctional Facility and Moore Haven Correctional Facility for the Florida Department of Management Services, Bureau of Private Prison Monitoring (generally referred throughout this memo as “the services”). As to the services, the ITN provides the following:

The Florida Department of Corrections (“DC”) is responsible for providing care and custody for State of Florida inmates. Further, pursuant to chapter 957, Florida Statutes, DMS has the authority to enter into contracts with vendors to operate correctional facilities. State of Florida correctional facilities operated by vendors are generally referred to as “private prisons.” In addition to satisfying the legal requirements applicable to operating a private prison, vendors will also be required to coordinate the provision of services with the DC.

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Recommendation of Award

Section 957.07, Florida Statutes, addresses the cost-savings requirements applicable to this procurement. The statute provides in part:

(1) The Department of Management Services may not enter into a contract or series of contracts unless the department determines that the contract or series of contracts in total for the facility will result in a cost savings to the state of at least 7 percent over the public provision of a similar facility. Such cost savings as determined by the Department of Management Services must be based upon the actual costs associated with the construction and operation of similar facilities or services as determined by the Department of Corrections and certified by the Auditor General.

Respondents will be required to provide their pricing as a per inmate per day amount (i.e., per diem rate). Respondent must submit a separate Response for each Facility it would like to compete for. Subject to legislative appropriations, each Facility will be guaranteed an average daily assignment of inmates of at least ninety-percent (90%) of the maximum bed capacity and contractor(s) will be paid a per diem for at least this guaranteed occupancy regardless of the actual number of inmates at the Facility at that time.

A contract will be awarded to one vendor per Facility and it is possible that one vendor may be awarded all Facilities. The term of each contract will be three (3) years with two possible renewals of two years each (four years of renewals total). Please refer to the requirements below for full details regarding this procurement.

ITN, Section 1.1.

As to negotiation team composition, section 287.057(17), Florida Statutes, provides in part:

(17) For a contract in excess of the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency head shall appoint: [a]t least three persons to conduct negotiations during a competitive sealed reply procurement who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for which commodities or contractual services are sought.

The Negotiation Team included five members—three representatives from the Department of Management Services (“DMS”) and two representatives from DC.

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II. EVALUATION PROCESS

In response to the ITN, the Department received responses from four vendors: Cornell, Corrections Corporation of America (“CCA”), The GEO Group, Inc. (“GEO”), and Management & Training Corporation (“MTC”). As set forth in section 2.15 of the ITN, responses were divided into three (3) categories for evaluation, scoring and ranking purposes. The following shows the maximum number of points that could be awarded by category for each Facility:

Category 1 – Experience and ability to perform	100 Points
Category 2 – Operation Plans and Efficiencies	125 Points
Category 3 – Price (Tab D)	50 Points
<u>Total Evaluation Points:</u>	275 Points ¹

In accordance with sections 2.14 and 2.15 of the ITN, the evaluation committee evaluated the responsive replies and scored them on a scale of 1 to 275 using the criteria prescribed in the solicitation. **See Attachment A for the initial ranking of the vendors for each facility.**

Thereafter, the Negotiation Team proceeded to negotiate with all four of the respondents.

III. NEGOTIATION PROCESS

Section 287.057(3)(b), Florida Statutes provides:

(b) The agency shall evaluate and rank responsive replies against all evaluation criteria set forth in the invitation to negotiate and shall select, based on the ranking, one or more vendors with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state. The contract file must contain a short plain statement that explains the basis for vendor selection and that sets forth the vendor's deliverables and price, pursuant to the contract, with an explanation of how these deliverables and price provide the best value to the state.

Section 957.04(1)(a), Florida Statutes, provides:

(1) A contract entered into under this chapter for the operation of private correctional facilities shall maximize the cost savings of such facilities and shall:

¹ Note that per ITN Amendment Nos. 8 and 10, Answer to question 6, to address a calculation error, the total evaluation point amount was amended from 300 points to 275 points.

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(a) Be negotiated with the firm found most qualified. However, a contract for private correctional services may not be entered into by the Department of Management Services unless the Department of Management Services determines that the contractor has demonstrated that it has:

1. The qualifications, experience, and management personnel necessary to carry out the terms of the contract.
2. The ability to expedite the siting, design, and construction of correctional facilities.
3. The ability to comply with applicable laws, court orders, and national correctional standards.

Section 2.16 of the ITN provides, in pertinent part:

Using the evaluation criteria specified above, in accordance with section 287.057, Florida Statutes, the Department will evaluate and rank replies and, at the Department's sole discretion, proceed to negotiate with Respondent (s) as follows:

A. The highest ranked Respondent(s) for each facility will be invited to negotiate a contract, including compensation models. If necessary, the Department will request revisions to the approach submitted by the top-rated Respondent(s) until it is satisfied that the contract will serve the Department's needs and is determined to provide the best value for the State. This process will continue until a contract is negotiated and executed. The Department may in its sole discretion, award and enter into contracts with more than one Respondent, if in the best interest of the State, but only one Respondent will be chosen per Facility

* * *

D. The focus of the negotiations will be on selecting the Respondent who is the most qualified² to perform the services and who provides the best value to the State.

The Negotiation Team took great care to make sure each vendor understood what their responsibilities would be under the prospective contract. Throughout the negotiations, additional information and verifications were sought from the vendors in order to allow the Negotiation Team to accurately evaluate each vendor's ability to provide the services sought and the costs

² For purposes of this ITN, and in accordance with Chapters 287 and 957, Florida Statutes, price was included as one of the factors for determining the most qualified respondent for each facility.

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associated with each vendor's proposal. The Negotiation Team was impressed with each vendor's overall experience and expertise in providing private prison services.

IV. PRICE ANALYSIS AND COST COMPARISON

As to the analysis of price, section 957.07, Florida Statutes requires that the respondents provide cost savings to the state of at least seven percent (7%) over the public provision of a similar facility. These costs are captured in the per diem rate for each facility.

On February 16, 2010, the Department posted Amendment 12 to the ITN, thereby providing the respondents with the actual costs associated with the operation of the four facilities as determined by the Department of Corrections and as certified by the Auditor General in accordance with section 957.07, Florida Statutes. **Attachment B.** And on April 1, 2010, at the conclusion of negotiations, the Negotiation Team asked the four respondents to submit their best and final pricing offers ("BAFOs") for the facilities for which they initially submitted a response. As stated in the ITN, it is possible for a single respondent to be awarded all 4 of the correctional facilities that are part of this ITN. As such, the respondents were asked to provide pricing for up to 15 pricing combinations, limited by the number of facilities for which they provided an initial response. See **Attachments C, D, E and F.**

Per diem costs offered by the respondents offer cost savings greater than the 7 percents savings mandated by section 957.07, Florida Statutes.

The respondents' BAFO pricing for the initial three-year term is compiled in **Attachment G.**

V. NEGOTIATION TEAM'S RECOMMENDATION

On Thursday, April 8, 2010, after careful consideration and review of all respondents' responses and BAFOs, and at the conclusion of negotiations, the Negotiation Team met in a public meeting to discuss and determine which respondent was the most qualified and would provide the best value to the state for this ITN. See **Attachment H.** As stated in the minutes to the meeting, the Negotiation Team unanimously determined that CCA was the most qualified vendor and would provide the best value to the state for the Bay, Graceville and Moore Haven facilities.

As to the Graceville Correctional Facility it was noted that several of the respondents demonstrated they could efficiently and effectively operate this facility. It was felt that, of the vendors who bid on Graceville Correctional Facility, CCA demonstrated the best value.

Only CCA and MTC submitted responses to operate the Gadsden Correctional Facility. During the public meeting, three of the five negotiating team members believed that CCA would provide

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the best value for this facility, and the other two team members believed MTC would provide the best value. As to the three team members that identified CCA as providing the best value, one member noted that the proposals by both CCA and MTC were excellent and there was a relatively small difference in the BAFO pricing between the two. As a result, he said that he had difficulty deciding between the two. This Negotiation Team member stated that any concerns with transitioning operation and management of the facility to a new vendor would be ebbed by continuing to have CCA provide the services, and this was the main reason why he chose CCA. A second member of the Negotiation Team agreed with this assessment. Later in the public meeting one of the Negotiation Team members who identified CCA as providing the best value for this facility stated that programs are important, especially at this facility, but did not change his best value determination because of his concerns regarding transitioning a new vendor into the facility. The third Negotiation Team member who preferred CCA as the vendor for Gadsden Correctional Facility stated that CCA offered to staff the facility in a better manner and that both CCA and MTC submitted very good program plans.

With regard to the two team members who identified MTC as providing the best value for this facility, it was stated that MTC's response was innovative, offered better inmate programming / social learning model for the facility, was more robust and more appropriately addressed the concerns and needs of the Gadsden Correctional Facility adult female population. Although MTC's pricing was less than CCA's, one of the Negotiation Team members noted that MTC's programmatic offering was key to his determination that MTC would provide the best value to the state. This team member further opined that he believed concerns about transitioning operation and management of the facility to a new vendor were satisfactorily addressed during negotiations.

The following chart shows the difference in pricing between an award to CCA for all four facilities versus an award to CCA for the Bay, Graceville and Moore Haven Facilities and an award of the Gadsden Facility to MTC. Note that the chart indicates that either award option would result in savings of at least \$3.8 million over the next three years compared to the per diem prices CCA would have charged for each facility individually.

[remainder of page intentionally left blank]

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 Recommendation of Award

Three-Year Award Options for ITN DMS 09/10-017

Option #1 CCA- single award pricing	Award to CCA (for four facilities without consideration of reduced pricing proposed for multiple facility awards to one vendor)	\$255,991,465.20	
Option #2 CCA- multiple award pricing	Award to CCA (for four facilities with multiple award consideration)	\$252,151,486.35	Savings \$3,839,978.85
Option #3 CCA - multiple award pricing (3 facilities) and MTC - Gadsden	Award to CCA (for three facilities with multiple award consideration, excluding Gadsden)	\$174,890,038.35	
	Award to MTC for single facility (Gadsden)	\$76,512,468.00	
	Option #3 total price	\$251,402,506.35	Additional Savings over Option #2 \$748,980.00

VI.

CONCLUSION

Based upon the responses received and thorough evaluations, negotiations, and consideration of the best and final offers received from the above-mentioned companies, the negotiation committee recommends awarding contracts for the Bay, Graceville and Moore Haven Facilities to CCA. As to the Gadsden Correctional Facility, as noted above, the Negotiation Team for this ITN did not reach a unanimous decision regarding which vendor was most qualified and would provide the best value to the state. Rather, the Negotiation Team has come to a 3/2 split decision in favor of CCA, with the Negotiation Team expressing differences of opinion regarding transition, facility staffing, inmate programming and price. There is no requirement in chapter 287, Florida Statutes, that the recommendation from the Negotiation Team be unanimous or that a majority decision of the Negotiation Team be conclusive as to the team's recommendation regarding which vendor will provide the best value to the state. Rather, it appears that the strength of the invitation to negotiate process stems not from conformity in a team recommendation, but from the consideration of


ITN No.: DMS 09/10-017
Recommendation of Award

award options by the team based upon each team member's understanding of the services sought and their individual experiences and knowledge.

All respondents met the minimum requirements identified in the ITN, but three (CCA, GEO, MTC) of the four respondents satisfactorily conveyed that they had enough experience, understanding, and resources to effectively provide the service.

It was a unanimous determination by the Negotiation Team that CCA was most qualified and offered the best value with regard to the Bay, Graceville and Moore Haven Correctional Facilities. However, as to the Gadsden Correctional Facility, the team's determination was split. Therefore, as to the Gadsden Correctional Facility, the teams' recommendation is also split. This is the basis for the multiple award options provided above.

AGENCY DECISION:	Cornell	CCA	GEO	MTC
Bay Correctional Facility:	_____	<u> ✓ </u>	_____	_____
Gadsden Correctional Facility:	_____	_____	_____	<u> ✓ </u>
Graceville Correctional Facility:	_____	<u> ✓ </u>	_____	_____
Moore Haven Correctional Facility:	_____	<u> ✓ </u>	_____	_____



Linda South
Secretary, Department of Management Services

 April 13, 2010
Date

Attachment A

**AGENCY DECISION
RANKING OF RESPONSES AND INTENT TO NEGOTIATE****March 17, 2010**

The Department of Management Services has evaluated, scored and ranked the responsive replies to the above-mentioned ITN as follows:

FACILITY	RESPONDENT	AVERAGE SCORE
Bay	The Geo Group	223
	Corrections Corporation of America	221
	Management & Training Corporation	215
Gadsden	Corrections Corporation of America	219
	Management & Training Corporation	212
Graceville	The Geo Group	226
	Corrections Corporation of America	219
	Management & Training Corporation	214
	Cornell Companies	183
Moore Haven	The Geo Group	226
	Corrections Corporation of America	222
	Management & Training Corporation	213

The Department intends to commence negotiations with the following qualifying Respondents for each correctional facility as follows:

Bay Correctional Facility:

**Corrections Corporation of America
Management & Training Corporation
The Geo Group**

Gadsden Correctional Facility:

**Corrections Corporation of America
Management & Training Corporation**

Graceville Correctional Facility:

**Cornell Companies
Corrections Corporation of America
Management & Training Corporation
The Geo Group**

Moore Haven Correctional Facility:

**Corrections Corporation of America
Management & Training Corporation
The Geo Group**

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.57(3) OF THE FLORIDA STATUTES OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIMEFRAME ALLOWED FOR FILING THE BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120 OF THE FLORIDA STATUTES.

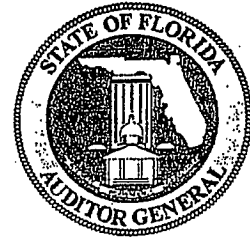
Attachment B



DAVID W. MARTIN, CPA
AUDITOR GENERAL

AUDITOR GENERAL STATE OF FLORIDA

G74 Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450



PHONE: 850-488-5534
FAX: 850-488-6975

February 4, 2010

The Honorable Jeff Atwater
President of the Senate
312 Senate Office Building
404 South Monroe Street
Tallahassee, Florida 32399-1100

The Honorable Larry Cretul
Speaker of the House of Representatives
420 The Capitol
402 South Monroe Street
Tallahassee, Florida 32399-1300

Dear President Atwater and Speaker Cretul:

According to the Department of Corrections, the current contracts maintained by the Department of Management Services for the private operation of the Bay Correctional Facility, Gadsden Correctional Facility, Graceville Correctional Facility, and Moore Haven Correctional Facility will expire in June 2010. Pursuant to Section 957.07(1), Florida Statutes, in a letter dated December 11, 2009, the Department of Corrections (Department) provided the operating per diem for similar correctional facilities operated by the Department and requested a certification of those operating per diem cost estimates. In response to that request, we provide the following information.

The Auditor General performed selected procedures to evaluate the 2008-09 fiscal year operating cost data provided by the Department for the State-operated New River, Lowell, and Wakulla Correctional Institutions that were identified by the Department as substantially similar to the privately operated correctional facilities. Operating per diems are primarily a function of costs and inmate population. The operating cost data provided by the Department were primarily derived from the Florida Accounting Information Resource Subsystem (FLAIR) Departmental accounting records and Offender Based Information System (OBIS) daily population counts. The Auditor General reviewed the completeness of the FLAIR expenditure data and the applicability of the FLAIR expenditure data to the prescribed activities and inmate populations. We also evaluated the reasonableness of the reported inmate populations and compared the average daily population, type of facility, and geographic location of the State-operated correctional facilities to those of the privately operated correctional facilities.

New River Correctional Institution

The Department selected the New River Correctional Institution, located in Raiford, Florida, as a State-operated correctional facility substantially similar in size, type, and location to both the Bay Correctional Facility located in Panama City, Florida, and the Moore Haven Correctional Facility located in Moore Haven, Florida. The Department calculated \$52.04 as the 2008-09 fiscal year operating per diem for the New River Correctional Institution.

Based on the procedures performed, we concluded, pursuant to Section 957.07(1), Florida Statutes, that the 2008-09 fiscal year New River Correctional Institution operating per diem of \$52.04 provided by the Department was reasonably consistent with the State's accounting and budgeting records. The operating per diem was calculated utilizing 2008-09 fiscal year New River Correctional Institution total operating costs of \$28.48 million and average daily population of 1,498 inmates (1,015 adult males housed at New River Correctional Institution and 483 adult males housed at New River O-Unit). The New River Correctional Institution operating per diem of \$52.04 is an appropriate amount to which necessary adjustment should be made for variations in Bay Correctional Facility and Moore Haven Correctional Facility operations.

Lowell Correctional Institution

The Department selected the Lowell Correctional Institution, located in Ocala, Florida, as a State-operated correctional facility substantially similar in size, type, and location to the Gadsden Correctional Facility located in Quincy, Florida. The Department calculated \$66.47 as the 2008-09 fiscal year operating per diem for the Lowell Correctional Institution.

Based on the procedures performed, we concluded, pursuant to Section 957.07(1), Florida Statutes, that the 2008-09 fiscal year Lowell Correctional Institution operating per diem of \$66.47 provided by the Department was reasonably consistent with the State's accounting and budgeting records. The operating per diem was calculated utilizing 2008-09 fiscal year Lowell Correctional Institution total operating costs of \$67.83 million and average daily population of 2,794 inmates (1,233 adult and youthful offender females housed at Lowell Correctional Institution, 1,193 adult females housed at Lowell Annex, 251 adult females housed at Levy Forestry Camp, 107 adult females housed at Lowell Work Camp, and 10 youthful offender females housed at Lowell Boot Camp). The Lowell Correctional Institution operating per diem of \$66.47 is an appropriate amount to which necessary adjustment should be made for variations in Gadsden Correctional Facility operations.

Wakulla Correctional Institution

The Department selected the Wakulla Correctional Institution, located in Crawfordville, Florida, as a State-operated correctional facility substantially similar in size, type, and location to the

President Jeff Atwater and Speaker Larry Cretul
February 4, 2010
Page -3-

Graceville Correctional Facility located in Graceville, Florida. The Department calculated \$45.25 as the 2008-09 fiscal year operating per diem for the Wakulla Correctional Institution.

Based on the procedures performed, we concluded, pursuant to Section 957.07(1), Florida Statutes, that the 2008-09 fiscal year Wakulla Correctional Institution operating per diem of \$45.25 provided by the Department was reasonably consistent with the State's accounting and budgeting records. The operating per diem was calculated utilizing 2008-09 fiscal year Wakulla Correctional Institution total operating costs of \$41.16 million and average daily population of 2,490 inmates (1,343 adult males housed at Wakulla Correctional Institution, 754 adult males housed at Wakulla Annex, and 393 adult males housed at Wakulla Work Camp). The Wakulla Correctional Institution operating per diem of \$45.25 is an appropriate amount to which necessary adjustment should be made for variations in Graceville Correctional Facility operations.

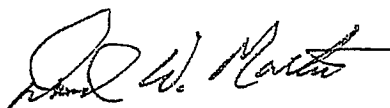
The Auditor General work performed regarding the operating per diem was conducted in accordance with applicable generally accepted government auditing standards. Those standards require that we plan and perform procedures to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our objectives.

Recommended Statutory Change

Section 957.07(4), Florida Statutes, makes reference to the Correctional Privatization Commission that was abolished effective July 1, 2005. The private prison contracting and oversight responsibilities of the Correctional Privatization Commission were transferred to the Department of Management Services effective July 1, 2004, pursuant to Chapter 2004-248, Laws of Florida. We recommend that the Legislature revise Section 957.07(4), Florida Statutes, to refer to the Department of Management Services.

Please address inquiries regarding this letter to Sherrill Norman, CPA, Audit Manager, by e-mail at sherrillnorman@aud.state.fl.us or by telephone at 850-487-9316.

Sincerely,



David W. Martin

DWM/sfn

President Jeff Atwater and Speaker Larry Cretul

February 4, 2010

Page -4-

- c: Walter McNeil, Secretary, Department of Corrections
- Bonnie Rogers, Chief of Staff, Department of Corrections
- George Sapp, Deputy Secretary of Institutions and Reentry, Department of Corrections
- Linda South, Secretary, Department of Management Services
- Ken Granger, Chief of Staff, Department of Management Services
- Mike Weber, Chief of Private Prison Monitoring, Department of Management Services
- Senator Victor D. Crist, Chair, Senate Committee on Criminal and Civil Justice Appropriations
- Representative Sandra Adams, Chair, House Criminal and Civil Justice Appropriations Committee
- Senator Paula Dockery, Chair, Senate Committee on Criminal Justice
- Representative William D. Snyder, Chair, House Criminal and Civil Justice Policy Council
- Tim Sadberry, Staff Director, Senate Committee on Criminal and Civil Justice Appropriations
- Greg Davis, Staff Director, House Criminal and Civil Justice Appropriations Committee
- Amanda Cannon, Staff Director, Senate Committee on Criminal Justice
- Randy Havlicak, Council Director, House Criminal and Civil Justice Policy Council
- Gary R. VanLandingham, Ph.D., Director, OPPAGA
- Dorothy R. Gilbert, Deputy Auditor General
- Sherrill F. Norman, Audit Manager, Auditor General's Office

Financial adjustments to enable DC to operate Bay, as adjusted by DMS

Facility to be used as comparison	<u>New River CI</u>
2008-09 Operations Per Diem	\$ 43.00
Education Per Diem	0.96
Substance Abuse Per Diem	0.05
Health Svc Per Diem	4.49
2008-09 Indirect Cost	3.54
Total FY 2008-2009 Per Diem	\$ 52.04
2008-09 Population (ADP)	1,498

Contract Population	985
Total Operational Costs (less education, substance abuse and health services) based on current population of 985	\$ 16,732,294 \$ 46.54

Adjustments to operating costs

Health Services	
Population Served	985
Department Per Diem Based on Population Served	6.15
Health Services Costs	2,211,079 \$ 6.15
Total Operational Cost Based on Current Population	\$ 18,943,372 \$ 52.69

Programming

Education	
Program Slots	473
Department Per Diem Based on Population Served	\$6.44
Education Costs	\$1,111,834 \$ 3.09
Substance Abuse	
Program Slots	128
Department Per Diem Based on Population Served	\$4.89
Substance Abuse Costs	\$228,461 \$ 0.64
Behavioral/Transition	
Program Slots	118
Department Per Diem Based on Population Served	\$9.16
Behavioral/Transition Costs	\$394,521 \$ 1.10

Total Programming Cost based on Current Population \$ 1,734,816 \$ 4.83

Total DC FY 2008-2009 Per Diem, as Adjusted by DMS \$ 20,678,188 \$ 57.52

F.S. 957.07 Cost Saving Requirement, 7% per-diem \$ 53.49

Respondents must submit a per-diem bid for the Bay Correctional Facility that is no greater than \$53.49 to be considered responsive.

Financial adjustments to enable DC to operate Gadsden, as adjusted by DMS

	<u>Lowell CI</u>
Facility to be used as comparison	
2008-09 Operations Per Diem	\$ 40.52
Education Per Diem	1.17
Substance Abuse Per Diem	0.11
Health Svc Per Diem	21.13
2008-09 Indirect Cost	3.54
Total FY 2008-2009 Per Diem	\$ 66.47
2008-09 Population (ADP)	2,794

Contract Population 1,520

Total Operational Costs (less education, substance abuse and health services) based on current population of 1,520 \$ 24,444,488 \$ 44.06

Adjustments to operating costs

Health Services		
Population Served	1,520	
Department Per Diem Based on Population Served	<u>6.65</u>	
Health Services Costs	3,689,420	\$ 6.65
Total Operational Cost Based on Current Population	\$ 28,133,908	\$ 50.71

Programming

Education		
Program Slots	532	
Department Per Diem Based on Population Served	<u>\$6.27</u>	
Education Costs	\$1,217,509	\$ 2.19
Substance Abuse		
Program Slots	380	
Department Per Diem Based on Population Served	<u>\$4.67</u>	
Substance Abuse Costs	\$647,729	\$ 1.17
Behavioral/Transition		
Program Slots	228	
Department Per Diem Based on Population Served	<u>\$5.16</u>	
Behavioral/Transition Costs	\$429,415	\$ 0.77

Total Programming Cost based on Current Population \$ 2,294,653 \$ 4.14

Total DC FY 2008-2009 Per Diem, as Adjusted by DMS \$ 30,428,561 \$ 54.85

F.S. 957.07 Cost Saving Requirement, 7% per-diem \$ 51.01

Respondents must submit a per-diem bid for the Gadsden Correctional Facility that is no greater than \$51.01 to be considered responsive.

Financial adjustments to enable DC to operate Graceville, as adjusted by DMS

Facility to be used as comparison	<u>Wakulla CI</u>	
2008-09 Operations Per Diem	\$	35.96
Education Per Diem		0.58
Substance Abuse Per Diem		0.05
Health Svc Per Diem		5.12
2008-09 Indirect Cost		3.54
Total FY 2008-2009 Per Diem	\$	45.25
2008-09 Population (ADP)		2,490

Contract Population		1,884
Total Operational Costs (less education, substance abuse and health services) based on current population of 1,884	\$	27,162,570
		39.50

Adjustments to operating costs

Health Services		
Population Served		1,884
Department Per Diem Based on Population Served		5.24
Health Services Costs	3,603,338 \$	5.24
Total Operational Cost Based on Current Population	\$	30,765,908
		44.74

Programming

Education		
Program Slots		675
Department Per Diem Based on Population Served		\$3.61
Education Costs	\$889,414 \$	1.29
Substance Abuse		
Program Slots		225
Department Per Diem Based on Population Served		\$2.14
Substance Abuse Costs	\$175,748 \$	0.26
Behavioral/Transition		
Program Slots		225
Department Per Diem Based on Population Served		\$6.08
Behavioral/Transition Costs	\$499,320 \$	0.73

Total Programming Cost based on Current Population	\$	1,564,481	\$	2.28
Total DC FY 2008-2009 Per Diem, as Adjusted by DMS	\$	32,330,389	\$	47.02
F.S. 957.07 Cost Saving Requirement, 7% per-diem			\$	43.72

Respondents must submit a per-diem bid for the Graceville Correctional Facility that is no greater than \$43.72 to be considered responsive.

Financial adjustments to enable DC to operate Moorehaven, as adjusted by DMS

Facility to be used as comparison	<u>New River CI</u>
2008-09 Operations Per Diem	\$ 43.00
Education Per Diem	0.96
Substance Abuse Per Diem	0.05
Health Svc Per Diem	4.49
2008-09 Indirect Cost	3.54
Total FY 2008-2009 Per Diem	\$ 52.04
2008-09 Population (ADP)	1,498

Contract Population	985
Total Operational Costs (less education, substance abuse and health services) based on current population of 985	\$ 16,732,294 \$ 46.54

Adjustments to operating costs

Health Services	
Population Served	985
Department Per Diem Based on Population Served	<u>5.81</u>
Health Services Costs	2,088,840 \$ 5.81
Total Operational Cost Based on Current Population	\$ 18,821,134 \$ 52.36

Programming

Education	
Program Slots	374
Department Per Diem Based on Population Served	<u>\$4.58</u>
Education Costs	\$625,216 \$ 1.74
Substance Abuse	
Program Slots	187
Department Per Diem Based on Population Served	<u>\$3.87</u>
Substance Abuse Costs	\$264,147 \$ 0.73
Behavioral/Transition	
Program Slots	128
Department Per Diem Based on Population Served	<u>\$10.51</u>
Behavioral/Transition Costs	\$491,027 \$ 1.37

Total Programming Cost based on Current Population	\$ 1,380,390 \$ 3.84
Total DC FY 2008-2009 Per Diem, as Adjusted by DMS	\$ 20,201,524 \$ 56.19
F.S. 957.07 Cost Saving Requirement, 7% per-diem	\$ 52.26

Respondents must submit a per-diem bid for the Moore Haven Correctional Facility that is no greater than \$52.26 to be considered responsive.

Attachment C

CORNELL COMPANIES

Cornell - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for initial 3-year Contract Term

		Facilities		INITIAL TERM per Year Average
1	Single Facility Pricing	Bay		
2		Gadsden		
3	Single Facility Pricing	Graceville		
4		Moore Haven		\$33.37
5	Combination #1 Pricing	Bay	Gadsden	
6		Bay	Gadsden	Graceville
7	Combination #3 Pricing	Bay	Gadsden	Graceville
8		Gadsden		Graceville
9	Combination #5 Pricing	Gadsden		Moore Haven
10		Graceville		Moore Haven
11	Combination #7 Pricing	Bay		Graceville
12		Bay	Graceville	Moore Haven
13	Combination #9 Pricing	Gadsden		Graceville
14		Bay	Gadsden	Moore Haven
15	Combination #11 Pricing	Bay		Moore Haven
		Bay		

Cornell - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for First 2 Year Renewal Period [R1]

		Facilities		FIRST 2-YEAR RENEWAL Per Year Average
1	Single Facility Pricing	Bay		
2		Gadsden		
3		Graceville		
4		\$35.77		\$35.77
		Moore Haven		
5	Combination #1 Pricing	Bay	Gadsden	
6	Combination #2 Pricing	Bay	Gadsden	Graceville
7	Combination #3 Pricing	Bay	Gadsden	Graceville Moore Haven
8	Combination #4 Pricing		Gadsden	Graceville
9	Combination #5 Pricing		Gadsden	Moore Haven
10	Combination #6 Pricing		Graceville	Moore Haven
11	Combination #7 Pricing		Bay	Graceville
12	Combination #8 Pricing	Bay	Graceville	Moore Haven
13	Combination #9 Pricing		Gadsden	Graceville
14	Combination #10 Pricing	Bay	Gadsden	Moore Haven
15	Combination #11 Pricing	Bay		Moore Haven

Cornell - Best and Final Pricing Offer- Fixed Per Diem Rate, Per Year, for Second 2-Year Renewal Period [R2]

		Facilities		SECOND 2-YEAR RENEWAL Per Year Average
1	Single Facility Pricing	Bay		
2		Gadsden		
3		Graceville		
4		Moore Haven		
5		Bay	Gadsden	
6		Bay	Gadsden	Graceville
7		Bay	Gadsden	Graceville Moore Haven
8		Gadsden		Graceville
9		Gadsden		Moore Haven
10		Graceville		Moore Haven
11		Bay		Graceville
12		Bay	Graceville	Moore Haven
13		Gadsden		Graceville
14		Bay	Gadsden	Moore Haven
15		Bay		Moore Haven
				\$37.22
				\$37.22

Attachment D

CORRECTIONS CORPORATION OF AMERICA

CCA - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Initial 3-year Contract Term

		Facilities		INITIAL TERM Per Year Average
1	Single Facility Pricing	Bay		
		\$48.78		
2	Single Facility Pricing	Gadsden		
		\$47.13		
		Graceville		
3	Single Facility Pricing	Graceville		
		\$34.89		
4	Single Facility Pricing	Moore Haven		
		\$49.10		
5	Combination #1 Pricing	Bay	Gadsden	
		\$47.56	\$47.13	\$47.35
6	Combination #2 Pricing	Bay	Gadsden	
		\$47.59	\$47.13	\$42.92
7	Combination #3 Pricing	Bay	Gadsden	
		\$48.05	\$46.42	\$44.30
8	Combination #4 Pricing	Gadsden	Graceville	
		\$47.13	\$34.19	\$40.66
9	Combination #5 Pricing	Gadsden	Moore Haven	
		\$47.13	\$47.92	\$47.53
10	Combination #6 Pricing	Graceville	Moore Haven	
		\$34.89	\$49.10	\$42.00
11	Combination #7 Pricing	Bay	Graceville	
		\$48.29	\$34.54	\$41.42
12	Combination #8 Pricing	Bay	Moore Haven	
		\$48.05	\$48.36	#DIV/0!
13	Combination #9 Pricing	Gadsden	Graceville	
		\$47.13	\$48.12	\$43.15
14	Combination #10 Pricing	Bay	Moore Haven	
		\$47.50	\$47.82	\$47.48
15	Combination #11 Pricing	Bay	Moore Haven	
		\$48.29	\$48.61	\$48.45

CORRECTIONS CORPORATION OF AMERICA

CCA - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for First 2-Year Renewal Period [R1]

		Facilities		FIRST 2-YEAR RENEWAL Per Year Average
1	Single Facility Pricing	Bay		
		\$51.88		
		Gadsden		
2		\$50.13		
3		Graceville		
4		\$37.11		
		Moore Haven		
		\$52.22		
5	Combination #1 Pricing	Bay	Gadsden	
		\$50.58	\$50.13	
6	Combination #2 Pricing	Bay	Gadsden	
		\$50.61	\$50.13	
7	Combination #3 Pricing	Bay	Gadsden	
		\$51.10	\$49.37	
8	Combination #4 Pricing	Gadsden	Graceville	
		\$50.13	\$36.55	
9	Combination #5 Pricing	Gadsden	Moore Haven	
		\$50.13	\$50.96	
10	Combination #6 Pricing	Graceville	Moore Haven	
		\$37.11	\$52.22	
11	Combination #7 Pricing	Bay	Graceville	
		\$51.36	\$36.73	
12	Combination #8 Pricing	Bay	Moore Haven	
		\$51.10	\$51.43	
13	Combination #9 Pricing	Gadsden	Graceville	
		\$50.13	\$51.18	
14	Combination #10 Pricing	Bay	Moore Haven	
		\$50.52	\$50.13	
15	Combination #11 Pricing	Bay	Moore Haven	
		\$51.36	\$51.70	

CORRECTIONS CORPORATION OF AMERICA

CCA - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Second 2-Year Renewal Period [R2]

		Facilities		SECOND 2-YEAR RENEWAL Per Year Average	
1	Single Facility Pricing	Bay			
		\$54.50			
2		Gadsden			
		\$52.66			
3		Graceville			
		\$38.98			
4		Moore Haven			
		\$54.87			
5		Combination #1 Pricing	Bay	Gadsden	
		\$53.14		\$52.66	\$52.90
6		Combination #2 Pricing	Bay	Gadsden	
		\$53.18	\$52.66	\$38.04	\$47.96
7		Combination #3 Pricing	Bay	Gadsden	
		\$53.69	\$51.87	\$38.40	\$49.50
8		Combination #4 Pricing		Gadsden	
	\$52.66		\$38.20	\$45.43	
9	Combination #5 Pricing		Gadsden		
	\$52.66		\$53.55	\$53.11	
10	Combination #6 Pricing		Graceville		
	\$38.98		\$54.87	\$46.93	
11	Combination #7 Pricing		Bay		
	\$53.96		\$38.59	\$46.28	
12	Combination #8 Pricing	Bay	Graceville		
	\$53.69	\$38.40	\$54.04	\$48.71	
13	Combination #9 Pricing	Gadsden	Moore Haven		
	\$52.66	\$53.77	\$38.20	\$48.21	
14	Combination #10 Pricing	Bay	Gadsden		
	\$53.08	\$52.66	\$53.43	\$53.06	
15	Combination #11 Pricing		Bay		
	\$53.96		\$54.32	\$54.14	

Attachment E

THE GEO GROUP
BAFO PRICING #1
FULL PROGRAMS

Geo - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Initial 3-year Contract Term							
Facilities						INITIAL TERM per Year Average	
1	Single Facility Pricing	Bay					
2							
3			Graceville				
4			Moore Haven				
5				Bay	Gadsden		
6			Bay	Gadsden	Graceville		
7			Bay	Gadsden	Graceville	Moore Haven	
						#DIV/0!	
8				Gadsden	Graceville		
9				Gadsden	Moore Haven		
10				Graceville	Moore Haven		
11			Bay	Graceville	Graceville		
12			Bay	Graceville	Moore Haven		
13				Gadsden	Graceville		
14			Bay	Gadsden	Moore Haven		
15			Bay	Moore Haven	Moore Haven		

THE GEO GROUP
 BAFO PRICING #1
 FULL PROGRAMS

Geo - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for First 2-Year Renewal Period [R1]

		Facilities		FIRST 2-YEAR RENEWAL Per Year Average	
1	Single Facility Pricing	Bay			
		\$55,65			
2		Gadsden			
3		Graceville			
		\$39,20			
4		Moore Haven			
		\$52,75			
5		Combination #1 Pricing	Bay	Gadsden	
6		Combination #2 Pricing	Bay	Gadsden	Graceville
7		Combination #3 Pricing	Bay	Gadsden	Graceville
8		Combination #4 Pricing		Gadsden	Graceville
9	Combination #5 Pricing		Gadsden	Moore Haven	
10	Combination #6 Pricing		Graceville	Moore Haven	
11	Combination #7 Pricing		Bay	Graceville	
12	Combination #8 Pricing	Bay	Graceville	Moore Haven	
13	Combination #9 Pricing		Gadsden	Graceville	
14	Combination #10 Pricing	Bay	Gadsden	Moore Haven	
15	Combination #11 Pricing		Bay	Moore Haven	
		\$55,51	\$52,62	\$54,07	

BAFO PRICING #1
FULL PROGRAMS

Geo - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Second 2-Year Renewal Period (R2)

		Facilities		SECOND 2-YEAR RENEWAL Per Year Average
1	Single Facility Pricing	Bay		
		\$58,00		
2		Gadsden		
3		Graceville		
		\$40.75		
4		Moore Haven		
		\$54.75		
5		Bay	Gadsden	
		Combination #1 Pricing		
6		Bay	Gadsden	Graceville
		Combination #2 Pricing		
7		Bay	Gadsden	Graceville Moore Haven
		Combination #3 Pricing		#DIV/0!
8		Gadsden	Gadsden	Graceville
		Combination #4 Pricing		
9	Gadsden	Gadsden	Moore Haven	
	Combination #5 Pricing			
10	Graceville		Moore Haven	
	Combination #6 Pricing			
	\$40.65		\$54.61	
11	Bay	Graceville		
	Combination #7 Pricing			
	\$57.85		\$40.65	
12	Bay	Graceville	Moore Haven	
	Combination #8 Pricing			
	\$57.71	\$40.55	\$54.48	
13	Gadsden		Graceville	
	Combination #9 Pricing			
14	Bay	Gadsden	Moore Haven	
	Combination #10 Pricing			
15	Bay		Moore Haven	
	Combination #11 Pricing			
	\$57.85		\$54.61	
			\$56.23	

Attachment F

MANAGEMENT TRAINING CORPORATION

MTC - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Initial 3-year Contract Term

		Facilities		INITIAL TERM Per Year Average	
1	Single Facility Pricing	Bay			
		\$52.94			
2		Gadsden			
		\$45.97			
3		Graceville			
		\$41.40			
4		Moore Haven			
		\$52.20			
5		Combination #1 Pricing	Bay	Gadsden	
		\$52.81	\$45.74		
6		Combination #2 Pricing	Bay	Gadsden	
		\$52.81	\$45.74	\$41.36	
7		Combination #3 Pricing	Bay	Gadsden	
		\$52.81	\$45.74	\$41.36	
8		Combination #4 Pricing	Gadsden	Graceville	
	\$45.74	\$41.36			
9	Combination #5 Pricing	Gadsden	Moore Haven		
	\$45.74	\$52.07			
10	Combination #6 Pricing	Graceville	Moore Haven		
	\$41.36	\$52.07			
11	Combination #7 Pricing	Bay	Graceville		
	\$52.81	\$41.36			
12	Combination #8 Pricing	Bay	Moore Haven		
	\$52.81	\$41.36			
13	Combination #9 Pricing	Gadsden	Moore Haven		
	\$45.74	\$52.07	\$41.36		
14	Combination #10 Pricing	Bay	Gadsden		
	\$52.81	\$45.74	\$52.07		
15	Combination #11 Pricing	Bay	Moore Haven		
	\$52.81	\$52.07			
				\$52.44	

MANAGEMENT TRAINING CORPORATION

MTC - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for First 2-Year Renewal Period [R1]

		Facilities		FIRST 2-YEAR RENEWAL Per Year Average
1	Single Facility Pricing	Bay		\$56.97
2		Gadsden		\$49.34
3		Graceville		\$44.56
4		Moore Haven		\$56.09
5	Combination #1 Pricing	Bay		\$56.83
6		Gadsden		\$49.09
7	Combination #2 Pricing	Bay		\$56.83
8		Gadsden		\$49.09
9	Combination #3 Pricing	Bay		\$56.83
10		Gadsden		\$49.09
11	Combination #4 Pricing	Bay		\$49.09
12		Gadsden		\$44.52
13	Combination #5 Pricing	Bay		\$44.52
14		Gadsden		\$55.95
15	Combination #6 Pricing	Bay		\$44.52
		Gadsden		\$55.95
	Combination #7 Pricing	Bay		\$44.52
		Gadsden		\$55.95
	Combination #8 Pricing	Bay		\$44.52
		Gadsden		\$55.95
	Combination #9 Pricing	Bay		\$44.52
		Gadsden		\$55.95
	Combination #10 Pricing	Bay		\$44.52
		Gadsden		\$55.95
	Combination #11 Pricing	Bay		\$44.52
		Gadsden		\$55.95

MANAGEMENT TRAINING CORPORATION

MTC - Best and Final Pricing Offer - Fixed Per Diem Rate, Per Year, for Second 2-Year Renewal Period [R2]

		Facilities		SECOND 2-YEAR RENEWAL Per Year Average		
1	Single Facility Pricing	Bay				
		\$60.55				
2	Single Facility Pricing	Gadsden				
		\$52.45				
		Graceville				
3	Single Facility Pricing	Graceville				
		\$47.26				
4	Single Facility Pricing	Moore Haven				
		\$59.71				
5	Combination #1 Pricing	Bay		Gadsden		
		\$60.40		\$52.19	\$56.30	
6	Combination #2 Pricing	Bay	Gadsden			
		\$60.40	\$52.19	\$47.21	\$53.27	
		Bay	Gadsden	Graceville	Moore Haven	
		\$60.40	\$52.19	\$47.21	\$59.56	\$54.84
8	Combination #4 Pricing	Gadsden		Graceville		
		\$52.19		\$47.21	\$49.70	
9	Combination #5 Pricing	Gadsden		Moore Haven		
		\$52.19		\$59.56	\$55.88	
10	Combination #6 Pricing	Graceville		Moore Haven		
		\$47.21		\$59.56	\$53.39	
11	Combination #7 Pricing	Bay		Graceville		
		\$60.40		\$47.21	\$53.81	
12	Combination #8 Pricing	Bay	Graceville			
		\$60.40	\$47.21	\$59.56	\$55.72	
		Gadsden	Moore Haven	Graceville		
13	Combination #9 Pricing	Gadsden		Graceville		
		\$52.19	\$59.56	\$47.21	\$52.99	
14	Combination #10 Pricing	Bay		Moore Haven		
		\$60.40	\$52.19	\$59.56	\$57.38	
15	Combination #11 Pricing	Bay		Moore Haven		
		\$60.40		\$59.56	\$59.98	

Attachment G

Single Facility Pricing				
	Bay	Gadsden	Graceville	Moore Haven
Cornell	\$0.00	\$0.00	\$33.37	\$0.00
CCA	\$48.78	\$47.13	\$34.89	\$49.10
GEO	\$53.00	\$0.00	\$37.75	\$50.75
MTC	\$52.94	\$45.97	\$41.40	\$52.20

Combination #1 Pricing				
	Bay	Gadsden	Average	Weighted Avg
CCA	\$47.56	\$47.13	\$47.35	\$47.30
MTC	\$52.81	\$45.74	\$49.28	\$48.52

Combination #2 Pricing					
	Bay	Gadsden	Graceville	Average	Weighted Avg
CCA	\$47.59	\$47.13	\$34.04	\$42.92	\$41.61
MTC	\$52.81	\$45.74	\$41.36	\$46.64	\$45.45

Combination #3 Pricing						
	Bay	Gadsden	Graceville	Moore Haven	Average	Weighted Avg
CCA	\$48.05	\$46.42	\$34.37	\$48.36	\$44.30	\$42.85
MTC	\$52.81	\$45.74	\$41.36	\$52.07	\$48.00	\$46.66

Combination #4 Pricing					
	Bay	Gadsden	Graceville	Average	Weighted Avg
CCA	\$47.13	\$47.13	\$34.19	\$40.66	\$39.97
MTC	\$45.74	\$45.74	\$41.36	\$43.55	\$43.32

Combination #5 Pricing					
	Bay	Gadsden	Moore Haven	Average	Weighted Avg
CCA	\$47.13	\$47.13	\$47.92	\$47.53	\$47.44
MTC	\$45.74	\$45.74	\$52.07	\$48.91	\$48.23

Combination #6 Pricing						
	Bay	Gadsden	Graceville	Moore Haven	Average	Weighted Avg
CCA			\$34.89	\$49.10	\$42.00	\$39.77
GEO			\$37.66	\$50.62	\$44.14	\$42.11
MTC			\$41.36	\$52.07	\$46.72	\$45.04

Combination #7 Pricing					
	Bay	Gadsden	Graceville	Average	Weighted Avg
CCA	\$48.29		\$34.54	\$41.42	\$39.26
GEO	\$52.87		\$37.66	\$45.27	\$42.88
MTC	\$52.81		\$41.36	\$47.09	\$45.29

Combination #8 Pricing						
	Bay	Gadsden	Graceville	Moore Haven	Average	Weighted Avg
CCA	\$48.05		\$34.37	\$48.36	\$43.59	\$41.44
GEO	\$52.73		\$37.56	\$50.50	\$46.93	\$44.74
MTC	\$52.81		\$41.36	\$52.07	\$48.75	\$47.02

Combination #9 Pricing					
	Bay	Gadsden	Graceville	Average	Weighted Avg
CCA	\$47.13	\$48.12	\$34.19	\$43.15	\$41.80
MTC	\$45.74	\$52.07	\$41.36	\$46.39	\$45.28

Combination #10 Pricing					
	Bay	Gadsden	Moore Haven	Average	Weighted Avg
CCA	\$47.50	\$47.13	\$47.82	\$47.48	\$47.43
MTC	\$52.81	\$45.74	\$52.07	\$50.21	\$49.52

Combination #11 Pricing					
	Bay	Gadsden	Moore Haven	Average	Weighted Avg
CCA	\$48.29		\$48.61	\$48.45	\$48.45
GEO	\$52.87		\$50.62	\$51.75	\$51.75
MTC	\$52.81		\$52.07	\$52.44	\$52.44

Attachment H

PUBLIC MEETING MINUTES

DMS 09/10-017

Operation and Management of Bay, Gadsden, Graceville and Moore Haven Correctional Facilities

Date: April 8 2010, 2:00 p.m.

Attendees: Ailneal (Neal) Morris
Michael Weber
Kim Mims
James Upchurch
Jimmie Smith (attended telephonically)

Public: Members of the public attended in person and telephonically.

Meeting

Notice: **Attachment A**

Minutes:

1. Public meeting started at or about 2:05 p.m. on the date specified above. The members of the Negotiation Team discussed the following during the public meeting:

- a. As stated in the meeting notice, the purpose of the public meeting was for the negotiation team to provide its recommendation of award for ITN No.: DMS 09/10-017.
- b. Mr. Anthony Garcia, Departmental Purchasing Director for the Department of Management Services (not part of the Negotiation Team), started the meeting by reading from the public meeting notice and excerpts from the ITN regarding the scope of the competitive solicitation and negotiation process. Mr. Garcia thanked all the respondents to the ITN for their participation in the competitive procurement: Cornell, Corrections Corporation of America (CCA), The GEO Group, and Management and Training Corporation (MTC).
- c. Mr. Neal Morris also thanked the respondents and then proceeded to ask each Negotiation Team member to identify which respondent they believed was most qualified and would provide the best value for the Bay Correctional Facility. The Negotiation Team unanimously identified CCA as providing the best value for the Bay Correctional Facility.

- d. Mr. Morris then proceeded to ask each Negotiation Team member to identify which respondent they believed was most qualified and would provide the best value for the Gadsden Correctional Facility. Mr. Jimmie Smith stated he believed CCA would provide the best value for this facility. Mr. James Upchurch stated that both CCA and MTC provided excellent responses and that there was a relatively small difference in the best and final pricing between the two vendors. As such, because of the interest in avoiding transition concerns, Mr. Upchurch recommended CCA. Ms. Kim Mims stated that she believed CCA would provide the best value to the state primarily because CCA offered to staff the facility in a manner better than MTC.
- e. Mr. Mike Webber stated that, as to the Gadsden Facility, he believed MTC would provide the best value to the state based upon their program offerings. Mr. Morris stated that he thought MTC provided an innovative approach to assume responsibility for the facility and therefore believed MTC would provide the best value to the state for this facility.
- f. Mr. Morris then proceeded to ask each Negotiation Team member to identify which respondent they believed was most qualified and would provide the best value for the Graceville Correctional Facility. The Negotiation Team unanimously identified CCA as providing the best value for the Graceville Correctional Facility. Mr. Upchurch stated that he believed that several of the respondents could effectively manage and operate the facility but recommended CCA because their pricing was more competitive. Mr. Morris added that three of the four respondents demonstrated they were capable of providing the services and of the three recommended CCA.
- g. Mr. Morris then proceeded to ask each Negotiation Team member to identify which respondent they believed was most qualified and would provide the best value for the Moore Haven Correctional Facility. The Negotiation Team unanimously identified CCA as providing the best value for the Moore Haven Correctional Facility. Mr. Upchurch, Mr. Weber and Mr. Morris added that they believed it was a very close decision and as such recommended CCA based upon pricing.

- h. Mr. Morris summarized that the team recommendations were unanimous for Bay, Graceville and Moore Haven, but that the team was split as to Gadsden. Mr. Morris proceeded to ask each team member if further discussion regarding the Gadsden Facility was necessary.
- i. Mr. Smith stated that he understood Mr. Weber and Mr. Morris' decision regarding Gadsden, but based upon the record of the current vendor again recommended CCA. Mr. Upchurch again expressed his concerns regarding transition versus the minor pricing difference between CCA and MTC, and again recommended CCA. Mr. Upchurch added that inmate programs are not his specialty, that programs at Gadsden were very important and that he could probably be persuaded to going with an MTC recommendation. Ms. Mims restated that she was impressed with CCA's staffing program, that both CCA and MTC submitted very good program plans and that she was impressed with MTC's operational philosophy, but there may be difficulties implementing such in Florida. Mr. Weber stated that the price difference between CCA and MTC was minor when compared to the total contract cost and that MTC's inmate programming more appropriately addressed the needs of the Gadsden Facility adult female population. Mr. Morris agreed with Mr. Weber's opinion. Mr. Weber added that he believed that transitions concerns were satisfactorily addressed during negotiations. Mr. Upchurch stated that as both CCA and MTC were close his decision was based in part on CCA being a known entity.

Adjourned: April 8, 2010, at or around 2:53 p.m.



*Invitation to Negotiate for
Operation and Management of Bay, Gadsden,
Graceville and Moore Haven Correctional Facilities
ITN No.: DMS-09/10-017*

Public Meeting Notice – Negotiation Team Recommendation of Award

PUBLIC MEETING NOTICE

The Department of Management Services hereby provides notice that a Public Meeting will be held on April 8, 2010. The purpose of this public meeting will be for the Negotiation Team members to discuss and provide their recommendation of award regarding the above-mentioned Invitation to Negotiate. The meeting will be held at the Betty Easley Conference Center, 4075 Esplanade Way, Building 4075, Room #152, Tallahassee, Florida 32399, at 2:00 p.m., EST on Thursday, April 8, 2010, and will conclude no later than 4:00 p.m. that same day.

Interested parties may attend via conference call - the dial in number is (888) 808-6959; conference code: 7573830.

A

Amendment #8 to the
OPERATION AND MANAGEMENT SERVICES CONTRACT
BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
THE GEO GROUP, INC.
FOR THE
GRACEVILLE CORRECTIONAL FACILITY,
1,884-BED MEDIUM AND CLOSE CUSTODY
SECURE CORRECTIONAL FACILITY
(CONTRACT NO. DMS 04/05-057)

WHEREAS, Article 3.1 of the CONTRACT states that the CONTRACT terminates three (3) years after the Service Commencement Date; and

WHEREAS, the Service Commencement Date was September 25, 2007; and

WHEREAS, the CONTRACTOR and the BUREAU wish to amend certain provisions of the CONTRACT in order to assist the CONTRACTOR in meeting the appropriate level of funding for the operation and management of the Graceville Correctional Facility (Facility) for 87 days in Fiscal Year 2010-2011; and

WHEREAS, Article 12.15 of the CONTRACT expressly provides for amendments.

NOW, THEREFORE, in consideration of mutual benefits exchanged and received, the Parties agree as follows:

1. The current CONTRACT terminates on September 25, 2010.
2. The CONTRACTOR has \$156,457.00 available in POIITWF funds for the period beginning July 1, 2010 and ending September 25, 2010 to be used as set forth in Attachment A.
3. All other terms and conditions of the CONTRACT shall remain unchanged.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned authorized persons have executed this Amendment on behalf of their respective party effective the last date signed.

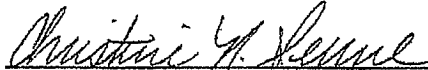
STATE OF FLORIDA, DEPARTMENT
OF MANAGEMENT SERVICES


Name

7/12/10
Date


Linda H. South, Secretary
Printed Name

APPROVED AS TO FORM AND LEGALITY


Name Christine N. Senne

07/09/2010
Date

THE GEO GROUP, INC.


Amber Martin, Vice President – Contracts

7-12-10
Date

AMBER D. MARTIN
Printed Name Vice President, Contracts Administration
The GEO Group, Inc.

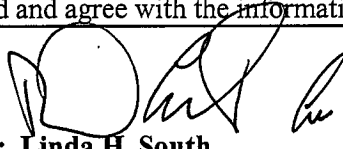
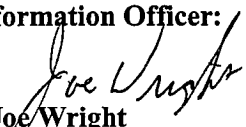
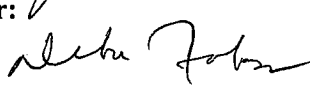
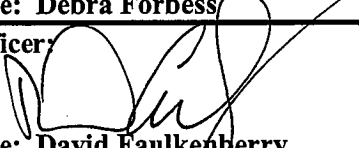

Title

ATTACHMENT A
Graceville Correctional Facility

The following modifications to the use of POIIWTF monies for the funding of inmate academic, vocational, and behavioral programs at the Facility are hereby authorized for the period July 1, 2010 through September 25, 2010.

Description of Item	To be paid from POIIWTF
Expenses to be funded from POIIWTF	
Substance Abuse Instructors (2)	\$ 17,880.80
Recreation Specialists (2)	\$ 14,904.80
Librarian	\$ 8,940.40
Assistant Chaplain	\$ 7,452.40
Chaplain Clerk	\$ 5,511.80
Programs/ IWTF Clerk	\$ 5,511.80
Academic Instructors (4)	\$ 38,142.40
Academic Counselor	\$ 10,434.60
Vocational Instructors (5)	\$ 47,678.00
IWTF Equipment & Supplies	\$ 0.00
TOTAL APPROVED POIIWTF EXPENSES	\$156,457.00

**SCHEDULE XIIB: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES
EXCEEDING \$10 MILLION INITIALLY UNDERTAKEN IN THE LAST FIVE YEARS**

Schedule XII-B Cover Sheet and Agency Project Approval	
Agency: Department of Management Svcs	Schedule XII-B Submission Date:
Project Name: MyFloridaNet	Is this project included in the Agency's LRPP? Yes <input checked="" type="checkbox"/> No
FY 2011-2012 LBR Issue Code: N/A	FY 2011-2012 LBR Issue Title: N/A
Agency Contact for Schedule XII-B (Name, Phone #, and E-mail address): Michael Kyvik, 850-921-6481 Mike.Kyvik@dms.myflorida.com	
AGENCY APPROVAL SIGNATURES	
I am submitting the attached Schedule XII-B in support of our legislative budget request. I have reviewed and agree with the information in the attached Schedule XII-B.	
Agency Head: 	Date: 10/13/2010
Printed Name: Linda H. South	
Agency Chief Information Officer: (If applicable) 	Date: 11/7/10
Printed Name: Joe Wright	
Budget Officer: 	Date:
Printed Name: Debra Forbess	
Planning Officer: 	Date: 10/13/2010
Printed Name: David Faulkenberry	
Project Sponsor: 	Date: 9/22/10
Printed Name: Michael Kyvik	

**SCHEDULE XIIB: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES
EXCEEDING \$10 MILLION INITIALLY UNDERTAKEN IN THE LAST FIVE YEARS**

Schedule XII-B Cover Sheet and Agency Project Approval	
Agency: Department of Management Svcs	Schedule XII-B Submission Date:
Project Name: MyFloridaNet	Is this project included in the Agency's LRPP? _____ Yes <u> X </u> No
FY 2011-2012 LBR Issue Code: N/A	FY 2011-2012 LBR Issue Title: N/A
Agency Contact for Schedule XII-B (Name, Phone #, and E-mail address): Michael Kyvik, 850-921-6481 Mike.Kyvik@dms.myflorida.com	
AGENCY APPROVAL SIGNATURES	
I am submitting the attached Schedule XII-B in support of our legislative budget request. I have reviewed and agree with the information in the attached Schedule XII-B.	
Agency Head:	Date:
Printed Name: Linda H. South	
Agency Chief Information Officer: <i>(If applicable)</i>	Date:
Printed Name: Joe Wright	
Budget Officer:	Date:
Printed Name: Debra Forbess	
Deputy Secretary:	Date:
Printed Name: David Faulkenberry	
Project Sponsor:	Date:
Printed Name: Michael Kyvik	

**SCHEDULE XIIB-1: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES
EXCEEDING \$10 MILLION INITIALLY UNDERTAKEN IN THE LAST FIVE YEARS
– BACKGROUND INFORMATION**

Background Information	
1.	<p>Provide a narrative summary describing the agency’s decision to outsource or privatize the service or activity.</p> <p>Attach to Schedule XII-B copies of the original business case and cost benefit analysis. If these documents are unavailable, attach any documents which state the original intention of the outsourcing or privatization initiative that will detail its goals, objectives, and expected outcomes. Such documents may include (a) original legislative budget requests, (b) original budget amendments, (c) legislative presentations, or (d) agency planning documents.</p>
	<p>In 2005 DMS issued ITN-014 for the same service. This contract was signed in September 2006 with an expiration date of September 2011 (with possible renewals). The MFN contract replaced the current frame relay, RTS, SOFIA, and ATM networks. It consolidated network services and contract administration.</p>
2.	<p>Have the anticipated cost savings and benefits of the initiative been realized? Explain.</p> <p>Yes; DMS has realized the estimated savings of 30% compared to the previous contracts. Due to negotiations, reengineering and new technologies the state was able to build a lower costing and more robust network. Additional savings are anticipated through continued negotiations.</p>
3.	<p>Provide a narrative description of the competitive solicitation used to outsource or privatize the service or activity.</p> <p>Attach a copy of any competitive solicitation documents, requests for quote(s), service level agreements, or similar documents issued by the agency for this competitive solicitation, which are deemed by the agency not to be confidential or exempt from public records requirements if available.</p>
	<p>An Invitation to Negotiate (ITN No. 14-973-800-R) was released on 9/2/05, “MyFloridaNet, an IP Routed Core Network.” After going through many evaluation phases, the negotiation team recommended an award to Bellsouth, now part of AT&T. DMS signed the MFN contract with Bellsouth on Sept. 18, 2006. See the MyFloridaNet Services ITN No. 14-973-800-R</p>
4.	<p>Section 287.057(13)(a), <i>Florida Statutes</i>, allows for the renewal of contracts for commodities and contractual services for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Such renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.</p> <p>For the outsourced or privatized service or activity, identify the number of times the contract has been renewed and specify the renewal period of each. Attach a copy of the documentation verifying the contractor’s satisfactory performance compliance required prior to each renewal.</p>
	<p>The MFN contract is still within the original term. No renewals up to this point have been exercised.</p>

<p>5. For the outsourced or privatized service or activity, has the contractor satisfactorily complied with all service level requirements? Provide a narrative summary describing service level requirements compliance or noncompliance and the method used by the agency for monitoring progress in achieving the specified performance standards within the contract.</p>
<p>Due to the stringent performance target of the SLA's, it is not uncommon for the contractor to credit DMS monthly for service penalties. The SLA's will govern all MFN services. See MFN SLA: http://dms.myflorida.com/suncom/suncom_products_and_pricing/data_transport_services/myfloridanet/mfn_resources/service_levels</p>
<p>6. Describe any unexpected benefits from outsourcing or privatization of the service or activity.</p>
<p>None.</p>
<p>7. Describe any unexpected problems or issues with the outsourcing or privatization of the service or activity.</p>
<p>No major issues.</p>
<p>8. Briefly describe your agency's overall level of satisfaction with the results of outsourcing or privatization of the service or activity.</p>
<p>Currently, DMS is satisfied with the performance of the contractor.</p>
<p>9. What lessons learned should be shared with other agencies considering the outsourcing or privatization of a similar service or activity?</p>
<p>Consolidate networks and contracts. All outsourcing or privatized functions must include very stringent service level agreements.</p>

Office of Policy and Budget – July 2010

SCHEDULE XIIB-2: MAJOR OUTSOURCING AND PRIVATIZATION INITIATIVES EXCEEDING \$10 MILLION INITIALLY UNDERTAKEN IN THE LAST FIVE YEARS - COST AND DELIVERABLES DATA

Section I: Cost Data

For each outsourced or privatized service or activity, complete the cost analysis below:

Fiscal Year	Planned Costs	Actual/Revised Costs	Planned Savings	Actual/Revised Savings
FY 2007 - 2008	\$	\$ 46,780,910	\$	\$
FY 2008 - 2009	\$ 39,288,874	\$ 34,789,076	\$ 7,492,036	\$ 11,991,834
FY 2009 - 2010	\$ 34,944,600	\$ 36,829,374	\$ (155,524)	\$ (2,040,298)
FY 2010 - 2011	\$ 36,000,000	\$	\$	\$
FY 2011 - 2012	\$	\$	\$	\$
FY 2012 - 2013	\$	\$	\$	\$
FY 2013 - 2014	\$	\$	\$	\$
FY 2014 - 2015	\$	\$	\$	\$
FY 2015 - 2016	\$	\$	\$	\$
FY 2016 - 2017	\$	\$	\$	\$

Variance	Reasons			
Cost	Customer demand has increased.			
Savings	The network has grown; bandwidth needs have increased since the network's inception. Despite this trend, the State continues to achieve cost avoidance of \$10M with this contract.			

Section II: Deliverables and Milestones Schedule

For each outsourced or privatized service or activity, complete the deliverables and milestones schedule below:

Deliverables and Milestones	Original	Actual Date/ Revised Date

Variance	Reasons			
Schedule				

**AMENDMENT 4
TO THE
MyFloridaNet (Contract No. 14-973-800-R)**

This Amendment 4 ("Amendment 4") is made effective as of the last date signed below ("Effective Date"), between the State of Florida through the Department of Management Services ("DMS") and BellSouth Telecommunications Inc., d/b/a AT&T Florida ("Contractor"). DMS and Contractor shall be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties entered into a Contract as a result of ITN No. 14-973-800-R ("the Contract"), also known as MyFloridaNet ("MFN") to set forth the duties and obligations of Contractor and DMS in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, pursuant to Section 4.5.10 of the Contract, the Parties wish to amend the Contract to provide prices, terms and conditions for MFN Satellite Access as a method for alternative local access; and

NOW, THEREFORE, in consideration of the foregoing premises, pricing, additions, and other adjustments offered below and of the mutual covenants and conditions hereinafter set forth, the Parties hereto agree that the Contract shall be amended as follows:

A. The Parties agree that Section 4.5.10 of the Contract provides the authority to add alternate local access options. The Parties agree that the following prices, terms and conditions shall apply to MFN Satellite Service.

MFN Satellite Access: MFN Satellite Service shall provide an additional access method to the MFN core network. The MFN Satellite Service components consist of a service plan, appropriate satellite equipment and appropriate MFN CPE and MFN core port per Eligible User. The MFN Satellite Service shall only be used as a transport service to access MyFloridaNet resources. Any satellite service other than that used to access MFN resources shall not be sold utilizing this Contract. The following shall apply to the MFN Satellite Service:

1. MFN Satellite Service shall be provided as a "best-effort" service. SLA performance targets and credits shall only apply to the associated satellite service MFN core port as referenced in Exhibit 2 of the Contract.
2. The satellite transport component of the MFN Satellite Service subscribed to and paid for by DMS shall be non-preemptive and cannot be removed, designated or provided to another entity under any circumstance during the period of service paid for by DMS.
3. Eligible User shall be responsible for all configurations, software, equipment, systems, cabling and facilities ("Eligible User Equipment") supplied by Eligible User and used in conjunction with the Contractor's MFN Satellite Service. All Eligible User Equipment shall be compatible with the MFN Satellite Service. The Eligible User shall have the option to rent satellite CPE and software through the Contract as outlined in the "Satellite CPE Rental Description" table below. Eligible User shall have the option to utilize its satellite CPE if compatible. Contractor shall provide a fully managed solution when all satellite CPE and MFN

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CPE is provided and managed by the Contractor. Eligible User shall provide Contractor with the necessary access to provide the MFN Satellite Service. Contractor shall be responsible for the satellite network design for meeting the Eligible User's requirements.

4. For each order, a twelve (12) month term commitment will be standard for local access and rental satellite CPE. There shall be no termination liability charges incurred if the service commitment is terminated after the twelve (12) month term. In the event of termination prior to completion of the twelve (12) month term for an order, Eligible User shall be obligated to pay the amount of monthly charges for the remainder of the minimum twelve (12) month term. The MFN Satellite Service shall be on a month-to-month basis at the conclusion of the twelve (12) month service commitment at the rates identified in the table below. Month-to-month service shall be cancelled by 30 days' advance written notice.
5. The only time the Eligible User will be required to enter into an additional 12-month commitment during the original 12-month term will be in the event the Eligible User initiates an order for new equipment and the new 12-month commitment only applies to the new equipment.
6. DMS shall have the ability to request an increase of bandwidth for any Eligible User in an emergency situation if supported by satellite CPE. The Eligible User's original bandwidth shall be restored within seven (7) days after the emergency situation has concluded.
7. Distinct satellite service units shall have the capability to pool (share) bandwidth between each unit's service plans.
8. Contractor shall provide a satellite access service into the MyFloridaNet utilizing MFN Remote Access VPN service (enterprise VPN concentrator).
9. The MFN CPE utilized by the Eligible User for satellite services shall be capable of supporting the appropriate hardware and software for encryption services. The MFN CPE shall utilize an encryption tunnel to connect the eligible satellite site to the enterprise VPN concentrator. If the MFN CPE does not perform, Eligible User shall subscribe to the appropriate MFN CPE.
10. The enterprise VPN concentrator shall be provided to place each specific Eligible User's traffic into the appropriate VRF. Eligible User shall be responsible for subscribing to an appropriate MFN port speed for all the Eligible User remote VPN sites.
11. The MFN NOC and Tools to be utilized are described below:
 - (1) MFN Satellite Service as Full-Time Primary Access:
 - (a.) The MFN NOC shall be the single point of contact (SPOC) for any trouble, isolation and resolution per connection. The MFN NOC shall engage the appropriate fix agent, log the call (create MFN Remedy ticket), and then provide the caller with appropriate ticket updates and resolution.
 - (b.) The MFN Satellite Service shall be proactively monitored by the Contractor 24x7x365 for up/down status and trouble resolution. The

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Contractor shall be required to manage any service trouble report through the MFN trouble ticketing system.

- (c.) The MFN SPOC and MFN Monitoring Tools shall be provided at a rate of \$68.20 per month.
 - (d.) If MFN Satellite Service is less than full-time or bandwidth constraints exist, a MFN SPOC fee of \$16.50 per month shall apply.
- (2) MFN Satellite Service as Backup Access:
- (a.) The MFN NOC shall be the single point of contact (SPOC) for any trouble, isolation and resolution per connection. The MFN NOC shall engage the appropriate fix agent, log the call (create MFN Remedy ticket), and then provide the caller with appropriate ticket updates and resolution.
 - (b.) The MFN Satellite Service shall be proactively monitored by the MFN Tools 24x7x365 for up/down status and trouble resolution through the primary landline MFN connection. The Contractor shall be required to manage any service trouble report through the MFN trouble ticketing system.

MFN Backhaul Components		
Components	Description	Example Pricing
MFN Core port	1 per Eligible User	See MFN Port pricing
Encryption Tunnel	1 per site	Included as part of the satellite service
NOC Fee Conditions (Mutually Exclusive)		
Full-Time Primary Satellite	1 per site	\$68.20
Part-Time Primary Satellite	1 per site	\$16.50
Satellite service as back-up MFN land line	1 per site	\$16.50

12. Contractor shall provide up to five (5) static IP addresses per satellite CPE site. MFN Satellite Service shall be capable of routing public and private IP addresses.

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13. Standard MFN Satellite CPE components consists of an outdoor dish antenna, outdoor radio frequency transmit and receive units, an indoor satellite terminal, appropriate modem and up to 100 feet of dual coaxial cable inter-facility links between the outdoor and indoor equipment. Risk of loss for the Contractor-provided CPE will pass to Eligible User upon delivery of the CPE to Eligible User site. Contractor shall provide to Eligible User any manufacturer's warranty it receives that is intended for Eligible User.
14. Installation is deemed accepted after Contractor satellite network operations and Eligible User confirm end-to-end connectivity of the MFN Satellite Service. Installations requiring services not provided in Standard Installation shall be available under Non-Standard Installation as set forth below. Non-Standard Installations may also extend the installation timeframe. DMS reserves the right to utilize the SUNCOM TIPS contract for any telecommunications infrastructure project services. Contractor will not be responsible for any work performed by a TIPS vendor.
15. Standard Installation consists of the following:
 - (1) Meeting with Eligible User's site contact in person, during normal business days, holidays excluded, between 8:00 AM and 5:00 PM, local time relative to the site ("Site Local Time").
 - (2) Gaining access to the site from Eligible User and any other areas of the building necessary to run cable or access the outdoor antenna area.
 - (3) Mutual agreement between the site contact and the installer for optimum mount design.
 - (4) Mounting an outdoor unit using standard, provided mounts, typically on the roof of the Eligible User's building. Preferred installation is a non-penetrating roof mount.
 - (5) Aiming and aligning antenna for optimum satellite signal quality.
 - (6) Two coaxial cable runs of up to 100 feet from the outdoor unit to the indoor unit location. Any cable runs required in excess of 100 feet will be provided at a rate equal to or less than the rates established in the SUNCOM TIPS contract. Contractor must obtain prior approval from DMS for charges related to excess cable runs.
 - (7) Routing of cable runs to existing point of entry ("POE") in Eligible User's building. DMS shall have the option to utilize the existing extended wiring service at a flat rate of \$250.00. Contractor must obtain DMS prior approval for charges related to extended wiring. Any extended wiring within Eligible User's building is the responsibility of Eligible User.
 - (8) Proper grounding of the outdoor unit. Up to 35 feet of ground wire will be provided to meet or exceed National Electrical Code Article 250 and Article 810 for grounding in the United States or such grounding necessary to comply with Federal, State, or Local codes. Any ground wire required in excess of 35 feet will be provided at a rate equal to or less than the rates established in the SUNCOM TIPS contract. Contractor must obtain prior approval from DMS for charges related to proper ground wire. Confirmation

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of the proper connection between the indoor unit demarcation point (Ethernet port) and the satellite network should meet the current and relevant industry standard certifications.

- (9) Electronically activating the satellite CPE with Contractor's Tampa MFN satellite gateway for delivery of MyFloridaNet Service connectivity.
 - (10) Clean up as necessary associated with the satellite installation.
16. Non-Standard Installation consists of the following: Non-Standard Installation will be priced at an hourly labor rate based on the same rate provided for Standard Installation. Rates for Non-Standard Installations that require any additional goods and services not included in Standard Installation will be quoted upon request. Non-Standard Installation will not commence until Contractor receives Eligible User's written acceptance of its statement of work and quoted price through a CSA work order. Any work provided by Contractor prior to receipt of Eligible User's written acceptance of its statement of work and quoted price will be the responsibility of the Contractor and shall not be included on any invoice submitted to Eligible User or DMS for payment. Non-Standard Installations costs will vary based on distance of any cable extension, conduit construction within the building, power, space constraints and other factors. Examples of Non-Standard Installations include, but are not limited to the following:
- (1) Ground-level installation requiring trenching, hole drilling, etc.
 - (2) Penetrating roof mounts. The installation of penetrating roof mounts is considered to be an issue of liability. The expense associated with installation of penetrating roof mounts shall be considered on a case-by-case basis that includes warranty and waiver of liability.
 - (3) Roof buildups to support non-penetrating mounts, on roof structures with corrugated roofing material.
 - (4) Use of cranes or other specialized equipment.
 - (5) Structural surveys required to verify building or roof structure's capability of supporting prescribed outdoor equipment.
17. Eligible Users that decide to use or purchase their own satellite CPE from sources other than the Contract shall have the option to subscribe to Maintenance Services as referenced below as long as it is a satellite CPE that has been certified and approved by DMS and Contractor for maintenance. This certification will be determined on a case-by-case basis.
- (1) Standard On-Site Maintenance. (Available in U.S. Mainland Only): Standard On-Site Maintenance includes on-site arrival as per Eligible User-selected maintenance response time and consists of:
 - (a.) Maintenance, repair, or replacement of CPE. In addition, maintenance shall include software patches and upgrades.
 - (b.) Troubleshooting and fault isolation of the CPE.

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- (c.) Reorientation and re-pointing of the antenna subsystem in the event of misalignment.
- (d.) Reactivating the MFN Satellite Service.
- (e.) Obtaining necessary sign-offs from network operations and Eligible User help desk.
- (f.) Eligible User shall select from among the following three response times for Standard On-Site Maintenance. Rates are based on response times chosen and are set forth in the "Maintenance Response Time Options" table below. Response times are calculated from the time Contractor has confirmed Eligible User's request for maintenance service.

(i) **Next Business Day - 8AM-5PM:** Technician arrives on-site on the next business day from the time of Eligible User's confirmed problem and call registration, except holidays, between 8:00 AM and 5:00 PM, Site Local Time.

(ii) **Same Business Day - 8AM-5PM:** Technician arrives between 8:00 AM to 5:00 PM, Site Local Time, Monday through Friday except holidays, on the schedule below, depending on distance from a service city.

Distance of Eligible User Sites from Service City	Response Time
0 - 50 miles	4 Hours
51 - 100 miles	5 Hours
101 - 150 miles	6 Hours
150 miles	No response time available--Technician will arrive as soon as practicable.

(iii) **Same Calendar Day - 24/7:** Technician arrives on the schedule below, 24 hours per day, 7 days per week, depending on distance from a service city.

Distance of Eligible User Sites from Service City	Response Time
0 - 50 miles	4 Hours

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51 - 100 miles	5 Hours
101 - 150 miles	6 Hours
150 miles	No response time available--Technician will arrive as soon as practicable.

(iv) Pricing for Standard Maintenance: If Eligible User subscribes to Standard On-Site Maintenance, Contractor will dispatch a technician to Eligible User's site according to the response time subscribed to by the Eligible User as identified in "Maintenance Response Time Options" set forth below.

Maintenance Response Time Options	MRC per Unit
Option 1: Next Business Day (1.2, 1.8, and 2.4 M Antennas) except holidays	\$66
Option 2: Same Business Day (8 a.m. - 5 p.m.)(1.2, 1.8, and 2.4 M Antennas) except holidays	\$99
Option 3: Same Business Day (24x7)(1.2, 1.8, and 2.4 M Antennas)	\$154

(v) Maintenance service for Quick Deploy/Auto Deploy units is available for an MRC of \$169.40 per unit.

18. **Non-Standard On-Site Maintenance:** Maintenance service is available for services or locations that are outside the scope of Standard On-Site Maintenance (see above). Examples of Non-Standard On-Site Maintenance include, but are not limited to, the following:

- (1) Maintenance, repair, or replacement of CPE damaged or lost through force majeure events, such as, but not limited to, catastrophe, accident, lightning, theft, misuse, fault, or negligence of the Eligible User, or causes external to the CPE, including, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to Eligible User by Contractor;
- (2) Maintenance, repair or replacement of CPE damaged or lost from any cause other than intended and ordinary use or force majeure events as set forth above.
- (3) Reorientation or re-pointing of the antenna subsystem in the event of misalignment caused by Eligible User;

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- (4) Service required due to changes, modifications, or alterations in or to the CPE by anyone other than Contractor, Contractor subcontractors and other Contractor agents, other than Contractor-approved upgrades and configuration changes; or
- (5) De-installation, relocation, or removal of the CPE or any accessories, attachments, or other equipment by anyone other than Contractor.
- (6) Pricing for Non-Standard On-Site Maintenance: Non-Standard On-Site Maintenance may be available for items not included in Standard On-Site Maintenance or for locations where Standard On-Site Maintenance is not available. Eligible User shall pay an hourly labor rate of \$184. This rate includes all miscellaneous materials and travel expenses. Contractor shall not incur any expense until it receives DMS approval for the additional expenses. Contractor must obtain prior approval from DMS for charges related to Non-Standard On-Site Maintenance.

19. Rates and Charges:

(1) Satellite Data Transport Service:

Uplink (transmit) and Downlink (receive) Bandwidth			Standard Service
PIPS Transmit	PIPS Receive	Total Bandwidth	MRC per Site
(kbps)	(kbps)	(kbps)	
32	32	64	\$ 54.86
32	64	96	\$ 64.43
32	128	160	\$ 83.57
32	256	288	\$ 121.85
32	384	416	\$ 160.13
32	512	544	\$ 199.21
32	768	800	\$ 275.77
32	1024	1056	\$ 352.33
32	1544	1576	\$ 508.64

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32	2048	2080	\$ 660.17
64	64	128	\$ 74.00
64	128	192	\$ 93.14
64	256	320	\$ 131.42
64	384	448	\$ 169.70
64	512	576	\$ 208.78
64	768	832	\$ 285.34
64	1024	1088	\$ 361.90
64	1544	1608	\$ 518.21
64	2048	2112	\$ 669.74
128	128	256	\$ 112.28
128	256	384	\$ 150.56
128	384	512	\$ 189.64
128	512	640	\$ 227.92
128	768	896	\$ 304.48
128	1024	1152	\$ 381.04
128	1544	1672	\$ 537.35
128	2048	2176	\$ 688.88
256	256	512	\$ 189.64
256	384	640	\$ 227.92
256	512	768	\$ 266.20
256	768	1024	\$ 342.76
256	1024	1280	\$ 420.12
256	1544	1800	\$ 575.63

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256	2048	2304	\$ 727.16
384	384	768	\$ 266.20
384	512	896	\$ 304.48
384	768	1152	\$ 381.04
384	1024	1408	\$ 458.40
384	1544	1928	\$ 614.71
384	2048	2432	\$ 765.44
512	512	1024	\$ 342.76
512	768	1280	\$ 420.12
512	1024	1536	\$ 496.68
512	1544	2056	\$ 652.99
512	2048	2560	\$ 803.72
768	768	1536	\$ 496.68
768	1024	1792	\$ 573.24
768	1544	2312	\$ 729.55
768	2048	2816	\$ 881.07
1024	1024	2048	\$ 650.60
1024	1544	2568	\$ 806.11
1024	2048	3072	\$ 957.63
1544	1544	3088	\$ 962.42
1544	2048	3592	\$ 1,113.94
2048	2048	4096	\$ 1,265.47

(2) MFN Satellite CPE Rental: Standard MFN Satellite CPE components consist of an outdoor dish antenna, outdoor radio frequency transmit and

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receive units, an indoor satellite terminal and up to 100 feet of dual coaxial cable inter-facility links between the outdoor and indoor equipment (a "Unit"). The "Rental MRC" listed below for the initial twelve (12) month rental period and the post twelve (12) month rental period covers the rental of each CPE item and Same Business Day Maintenance (4-hour restoral). The Standard Installation charges for the initial setup are described in the "Installation and Provisioning" table below.

Satellite CPE Rental Description	Maximum Transmission (Kbps)	Initial 12-Month Rental Period per Unit MRC	Post 12-Month Rental Period per Unit MRC
Abbreviations: "BUC" - Block Up Converter "DRO" - Dielectric Resonator Oscillator "NPM" - Non-Penetrating Mount "LNB" - Low Noise Block			
Standard - .98 Meter Antenna, 3-Watt (Typ.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB	512	\$644.33	\$220.00
Standard - .98 Meter Antenna, 3-Watt (Typ.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB w/De-ice	512	\$785.49	\$220.00
Standard - .98 Meter Antenna, 4-Watt (Min.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB	1,024	\$716.93	\$220.00
Standard - .98 Meter Antenna, 4-Watt (Min.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB w/De-ice	1,024	\$858.09	\$220.00
Standard - 1.2 Meter Antenna, 3-Watt (Typ.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB	512	\$666.51	\$220.00
Standard - 1.2 Meter Antenna, 3-Watt (Typ.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB w/De-ice	512	\$842.97	\$220.00

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Standard - 1.2 Meter Antenna, 4-Watt (Min.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB	1,024	\$739.11	\$220.00
Standard - 1.2 Meter Antenna, 4-Watt (Min.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB w/De-ice	1,024	\$915.57	\$220.00
Standard - 1.8 Meter Antenna, 3-Watt (Typ.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB	1,024	\$822.80	\$220.00
Standard - 1.8 Meter Antenna, 3-Watt (Typ.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB w/De-ice	1,024	\$953.88	\$220.00
Standard - 1.8 Meter Antenna, 4-Watt (Min.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB	2,048	\$895.40	\$220.00
Standard - 1.8 Meter Antenna, 4-Watt (Min.) BUC,NPM, iDirect 3100 Satellite Router, 2Mbps DRO LNB w/De-ice	2,048	\$1,026.48	\$220.00
Optional Upgrades		Initial 12-Month Rental Period per Unit MRC	Post 12-Month Rental Period per Unit MRC
Upgrade from iDirect 3100 to iDirect 5100		\$130.08	\$22.00
Upgrade from iDirect 3100 to iDirect 5150		\$157.30	\$22.00
Upgrade from iDirect 3100 to iDirect 5300		\$295.44	\$22.00
Upgrade from iDirect 3100 to iDirect 5350		\$319.64	\$22.00
Upgrade from iDirect 3100 to iDirect 7350-24		\$439.63	\$22.00
Upgrade from iDirect 3100 to iDirect 7350-48		\$519.29	\$22.00

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Upgrade from 2 to 1 Mbps DRO LNB		\$9.08	\$22.00
Upgrade from 2 Mbps to 256 Kbps PLL LNB		\$22.18	\$22.00
Upgrade from 2 Mbps to 64 Kbps PLL LNB		\$30.25	\$22.00
Optional Quick Deploy/Auto Deploy Units - prices for initial and post 12-month rental include Same Business Day Maintenance (4-hour restoral).		Initial 12-Month Rental Period per Unit MRC	Post 12-Month Rental Period per Unit MRC
Quick-Deploy - 1.2 Meter Antenna, 4-Watt (Min.) BUC & iDirect 5150	1,024	\$2,853.58	\$220.00
Quick-Deploy - 1.2 Meter Antenna, 8-Watt (Min.) BUC & iDirect 7350	2,048	\$3,699.58	\$220.00
Quick-Deploy - 1.8 Meter Antenna, 4-Watt (Min.) BUC & iDirect 5150	2,048	\$4,845.04	\$220.00
Quick-Deploy - 1.8 Meter Antenna, 8-Watt (Min.) BUC & iDirect 7350	4,096	\$5,691.03	\$220.00
Auto-Deploy (Standard) - .98 Meter 1-Piece Antenna, 4-Watt (Min.) BUC & iDirect 5150	512	\$3,628.99	\$220.00
Auto-Deploy (Standard) - 1.2 Meter 1-Piece Antenna, 4-Watt (Min.) BUC & iDirect 5150	1,024	\$4,205.76	\$220.00
Auto-Deploy (Standard) - 1.2 Meter 1-Piece Antenna, 8-Watt (Min.) BUC & iDirect 7350	2,048	\$5,051.75	\$220.00
Auto-Deploy (Rugged) - .96 Meter 1-Piece Antenna, 4-Watt (Min.) BUC & iDirect 5150	512	\$4,904.53	\$220.00
Auto-Deploy (Rugged) - 1.2 Meter 4-Piece Antenna, 4-Watt (Min.) BUC & iDirect 5150	1,024	\$8,516.38	\$220.00
Auto-Deploy (Rugged) - 1.2 Meter 4-Piece Antenna, 8-Watt (Min.) BUC & iDirect 7350	2,048	\$9,361.37	\$220.00

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Quick Deploy is a transportable unit that must be manually aligned by a trained technician prior to use. Auto Deploy is transportable unit that can be aligned automatically prior to use without need for a trained technician.			
Vehicle Mount Auto-deploy VSAT System Parts		Initial 12-Month Rental Period per Unit MRC	Post 12-Month Rental Period per Unit MRC
iDirect NetModem 7350 Satellite Modem		\$529.07	\$220.00
8-Watt (minimum) BUC		\$384.58	\$22.00
LNB, Ku-Band PLL		\$40.13	\$22.00
IFL, Non-plenum, Dual RG-11 Coax		\$34.28	\$22.00
iNetvu 9000 Antenna Controller		\$677.85	\$220.00
iDirect 3100 Modem		\$423.50	\$22.00
iDirect 5100 Modem		\$476.29	\$22.00
Installation and Provisioning			Hourly Rate
Installation Work, miscellaneous materials and travel expenses per VSAT per Instance at Eligible User designated CONUS location - per hour charge.			\$184.00


B. All other terms and conditions of the Contract not set forth in this Amendment shall remain in full force and effect.

The Parties hereto acknowledge that they have read this Amendment 4, understand it, and agree to be bound by its terms and conditions. They further agree that the Contract, together with previous executed Amendments, and any appendices thereto, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof.

AMENDMENT 4
TO THE
MyFloridaNet (Contract No. 14-973-800-R)


IN WITNESS WHEREOF, the Parties have executed this Amendment 4 by their duly authorized representatives on the Effective Date indicated as the last date signed below:

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES


By: Linda South, Secretary


5/26/2010
Date

Approved as to form and legality by the Department's General Counsel's Office:


By

5/26/10
Date

BellSouth Telecommunications, Inc.
d/b/a AT&T Florida


Signature

05/26/10
Date

[Printed Name] **Natasha J. Ball**
Customer Contract Specialist

Title

Schedule XIV
Variance from Long Range Financial Outlook

Agency: Department of Management Services__ **Contact:** _Debra Forbess __487-9911

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 2010 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 2011-2012 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 2011-2012 Estimate/Request Amount	
			Long Range Financial Outlook	Legislative Budget Request
a	Debt Service Payments for First District Court of Appeal and Department of Revenue		\$8.3 million	\$8.3 million
b	Pensions and Benefits		\$1.2 million	\$922,964
c				
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.

N/A

* R/B = Revenue or Budget Driver



FISCAL YEAR 2011-12

EXECUTIVE DIRECTION

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

EXECUTIVE DIRECTION

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011 - 2012
Program: 72010100 Executive Direction & Administration
Fund: 2021 Administrative Trust
Specific Authority: Section 20.22, Florida Statutes
Purpose of Fees Collected: Assessment fees are charged to operating divisions/programs within the Department to recover costs for departmental administrative services.

Type of Fee or Program: (Check ONE Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

(1) SECTION I - FEE COLLECTION	(2) ACTUAL FY 2009-10	(3) ESTIMATED FY 2010-11	(4) REQUEST FY 2011-12
Receipts:			
SEE ATTACHED LISTING			
Total Fee Collection to Line (1) - Section III	7,648,303	6,416,589	7,277,539

(1) SECTION II - FULL COSTS	(2) ACTUAL FY 2009-10	(3) ESTIMATED FY 2010-11	(4) REQUEST FY 2011-12
Direct Costs:			
Salaries and Benefits	6,040,948	5,158,364	5,170,898
Other Personal Services	50,779	38,329	38,329
Expenses	699,136	897,694	897,694
Operating Capital Outlay	19,670	9,688	9,688
Sp.Cat.: TR to Administrative Hearings	26,338	8,932	8,932
Sp.Cat.: Contracted Services	79,606	102,700	102,700
Sp.Cat.: Mail Services	120,640	113,424	113,424
Sp.Cat.: Risk Mgmt Insurance	37,698	31,536	31,536
Sp.Cat.: Deferred-Pay Com Contracts	45,470	15,380	15,380
HR Statewide Contract	35,418	36,696	36,696
Data Processing Services - SSRC	514,452	703,814	703,814
Indirect Costs Charged to Trust Fund:			
TR to GR-8% Svc Chrg	1,830	1,760	1,760
Comp Leave Liability in Beg Bal	(72,723)	-	
A/P Not CF @ 6/30/2009	(1,530)	-	
Cert Forward Reversions @ 6/30/2009	(11,911)		
Cert Forward Reversions @ 9/30/2010		(22,000)	
Tsfr for Admin. Assessment from 720103-2021	(4,016)	(4,016)	(4,016)
Reserve for Pay Package			
Total Full Costs to Line (2) - Section III	7,581,805	7,118,317	7,126,835

Basis Used: Accrual

SECTION III - SUMMARY			
TOTAL SECTION I	(A)	7,648,303	6,416,589
TOTAL SECTION II	(B)	7,581,805	7,118,317
TOTAL - Surplus/Deficit	(C)	66,499	(701,728)

EXPLANATION:

Negative balances are offset by cash balance carried forward (See Schedule I)

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: Management Services **Budget Period:** 2011-12
Program: Executive Direction & Administration (72010100)
Fund: Administrative Trust (2021)

(1)	(2)	(3)	(4)
<u>SECTION I - FEE COLLECTION</u>	ACTUAL	ESTIMATED	REQUEST
	FY 2009-10	FY 2010-11	FY 2011-12
<u>Receipts:</u>			
Admin. Assessment - 724001-2696	2,165,454	2,056,486	2,364,959
Admin. Assessment - 724002-2033	71,266	74,834	86,059
Admin. Assessment - 726001-1000	106,899	81,769	94,034
Admin. Assessment - 726002-2699	31,062	26,749	30,761
Admin. Assessment - 726003-2510	100,192	76,047	87,454
Admin. Assessment - 726004-2510	472,280	336,004	386,405
Admin. Assessment - 726004-1000	109,907	136,067	156,477
Admin. Assessment - 726005-2510	77,484	69,718	80,176
Admin. Assessment - 727501-2678	911,113	622,735	716,145
Admin. Assessment - 727501-1000	16,310	16,357	18,811
Admin. Assessment - 727502-2570	120,884	211,718	243,476
Admin. Assessment - 727502-2667	19,157	14,675	16,876
Admin. Assessment - 727502-2668	372,172	206,849	237,876
Admin. Assessment - 727502-2671	2,525	1,805	2,076
Admin. Assessment - 727503-2309	1,162,568	1,008,425	1,159,689
Admin. Assessment - 729001-2105	1,225,046	985,933	1,133,823
Admin. Assessment - 729001-2344	76,548	67,060	77,119
Admin. Assessment - 729002-2432	81,690	124,341	142,992
Admin. Assessment - 729003-2792	285,499	74,403	-
Admin. Assessment - 729201-1000	25,498	27,346	31,448
Admin. Assessment - 729201-2558	25,498	27,346	31,448
Admin. Assessment - 729501-2510	71,820	63,422	72,935
Printing Services	84,422	84,500	84,500
Miscellaneous Receipts	10,133		
Interest Earnings	22,877	22,000	22,000
Total Fee Collection to Line (1) - Section III	7,648,303	6,416,589	7,277,539

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	ADMINISTRATIVE TRUST
LAS/PBS Fund Number:	ADMINISTRATION (72010100)
	2021

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	31,807 (A)		31,807
ADD: Other Cash (See Instructions)	300 (B)		300
ADD: Investments	1,174,046 (C)		1,174,046
ADD: Outstanding Accounts Receivable	26,907 (D)	0	26,907
ADD: Due from Leased Employees in July			0
Total Cash plus Accounts Receivable	1,233,060 (F)	0	1,233,060
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards	210,973 (H)		210,973
Approved "B" Certified Forwards	24,000 (H)		24,000
Approved "FCO" Certified Forwards			0
LESS: Other Accounts Payable (Nonoperating)	735 (I)		735
LESS: <u>Unearn Revenue</u>			0
Unreserved Fund Balance, 07/01/10	997,352 (K)		997,352**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: Administrative Trust Fund
LAS/PBS Fund Number: 2021

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 **912,630.00** (A)

Add/Subtract:

Compensated Absences Liability recorded In FLAIR As A Liability/
Not Recorded On Schedule 1C 84,722.00

Accounts Payable not Certified Forward in Trial Balance,
but not on Schedule 1C.

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)
Increase Accounts Accounts Balance

ADJUSTED BEGINNING TRIAL BALANCE: **997,352** (D)

UNRESERVED FUND BALANCE, SCHEDULE IC **997,352** (E)

DIFFERENCE: **0** (F)*

***SHOULD EQUAL ZERO.**

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Administration

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
<p>Auditor General Report No. 2009-052</p> <p>Dated: 12/02/2008</p>	<p>2/28/2008</p>	<p>Departmental Purchasing</p>	<p><u>The Department of Management Services Operational Audit Contract Monitoring and Follow-Up on Selected Prior Audit Findings</u></p> <p>Finding 1: Contract Listing: The Department did not have a mechanism in place that could readily produce a reliable list of Department contracts.</p> <p>Recommendation: To provide current and relevant information to Department decision makers, Departmental Purchasing should establish a contract management system, database, or other mechanism to track financial and performance data for all Department contracts.</p>	<p>CONCUR: The department is working to improve its contract management and administration processes to ensure better monitoring of performance of contract terms and conditions. Further, as to both contract administration and management, the department is establishing standardized practices and developing tools (forms and flow charts) that will ensure contract files and financial information relating to all contracts are properly maintained. All tools and processes are expected to be in place by March 2009. Until that time, the department will continue to maintain and update its electronic contract listing spreadsheet.</p> <p>Update/Open 6/1/2009: The department has established standardized practices and forms to ensure contract files and financial information relating to all contracts are properly maintained. Newly developed policies and procedures are in the process of being reviewed and are expected to be in place</p>	

				<p>by July 1, 2009. The department continues to maintain an electronic spreadsheet containing current contracts along with the name of the contract manager.</p> <p>Update/Close 3/3/2010: The department has established standardized practices and forms along with the newly developed policies and procedures that were approved by the Secretary on July 16, 2009. In addition, the department continues to maintain the electronic spreadsheet of current contracts and contract managers. An Adobe Acrobat reader version of this file is being posted to the Departmental Purchasing Workplace site at least quarterly.</p>	
		Departmental Purchasing	<p>Finding 2: Departmental Purchasing Policies and Procedures: Certain aspects of contract management could be improved through enhancements to Departmental Purchasing Policies and Procedures.</p> <p>Recommendation: Department management should review and revise the Departmental Purchasing Policies and Procedures to ensure that all aspects of contract management are clearly addressed.</p>	<p>CONCUR: The department is in the process of reviewing and revising its current purchasing policies and procedures. It is anticipated that the complete re-write of the policies and procedures will be completed by March 2009. As part of this process the items listed in the finding will be incorporated into the purchasing policies and procedures.</p> <p>Update/Open 6/1/2009: The department is in the final process of revising its current purchasing policies and procedures and incorporating the items listed in the finding. It is anticipated that the policies and procedures will be approved by July 2009. The department is currently using these draft policies and procedures while awaiting approval.</p> <p>Update/Close 3/3/2010: The Departmental Purchasing Policies and Procedures were updated and placed on the web July 16, 2009. The policies incorporated all of the recommendations except guidance for</p>	

				handling disputes with the contractor. However, this is covered in the Departmental Purchasing training and in Rule 60A – 1.006, Florida Administrative Code.	
		Departmental Purchasing	<p>Finding 3: Contract Manager Training: Department contract managers generally did not participate in contract management training.</p> <p>Recommendation: The Department should ensure that all staff assigned contract management responsibilities receive appropriate training the various aspects of contract management.</p>	<p>CONCUR: The department has been working on developing a three part contract management training class for all contract management staff. The training consists of (1) an overview of Chapter 287, Florida Statute, and Rule 60A-1, Florida Administrative Code (2) improving our sourcing abilities, and (3) management of contracts. The training modules will be completely developed by January 2009. In addition, the department is looking at making the training available electronically on the DMS Learning Place.</p> <p>Update/Open 6/1/2009: The department has completed the four training modules for contract management staff to include (1) an overview of purchasing and its requirements (2) an overview of Chapter 287, Florida Statute, and Rule 60A-1, Florida Administrative Code (3) improving our sourcing abilities, and (4) management of contracts. However, not all contract managers have received or been informed of the training.</p> <p>Update/Open 3/3/2010: The Contract Management Class has been placed on the DMS Learning Place web site.</p> <p>OIG Position:</p> <p><i>As part of our review for this finding we again queried the 34 contract managers and back-ups listed on the contract spreadsheet as to if they had received training or knew that it was available on the DMS Learning Place. We received 24 responses. Of the 24</i></p>	

				<p><i>responses only 12 had received any kind of training and five of the remaining 12 did not know that this class was available on the DMS Learning Place. All divisions within the department, other than Human Resource Management including the People First office, either have contract managers that did not respond to our request or contract managers that have not been trained. We recommend that all contract managers be required to take the Contract Management Class by the end of the fiscal year. We will continue to monitor this recommendation until all contract managers have received training.</i></p>	
		<p>Departmental Purchasing</p>	<p>Finding 4: Monitoring Contract Managers: Contrary to established Department procedures, the contract administrator did not review contract manager files.</p> <p>Recommendation: The Department should take steps to ensure that contract administrator reviews of all contract manager files are periodically conducted and documented.</p>	<p>CONCUR: As part of the updated Purchasing Policies and Procedures, the department is adding additional tools (forms and flow charts) that will facilitate contract administrator review of contract files. These should be in place when the policies and procedures are completed in March 2009.</p> <p>Update/Open 6/1/2009: The department updated the policies and procedures to include an annual review of the contract manager's file. This review is scheduled annually in June.</p> <p>Update/Open 3/3/2010: The division does have a written procedure (procedure number Purchasing 101-P7) and did the annual review on June 4th and 12th. However documentation of the review was not kept.</p> <p>OIG Position:</p> <p><i>We recommend that this finding remain open until the next annual review since the division could not provide documentation of the completed review.</i></p>	

		Bureau of Financial Management	<p>Finding 5: FLAIR Access Controls: The Department did not timely remove Florida Accounting Information Resource Subsystem (FLAIR) access for terminated employees.</p> <p>Recommendation: To reduce the risks associated with unauthorized access and to protect the integrity of Department accounting records, we recommend that the Department ensure that effective procedures governing the timely cancellation of employee FLAIR access upon employee termination be implemented.</p>	<p>CONCUR: In October 2008, Human Resources implemented an Employee Exit Checklist. This checklist will be routed to Financial Management Services for any employee who has access to FLAIR. This will assist management in ensuring that all terminated employees are deleted from FLAIR in a timely manner.</p> <p>Update/Close 6/1/2009: The department uses the Employee Exit Checklist to ensure that access to systems are being timely removed of terminated employees. Also, Financial Management Services compares a list of terminated employees provided by Departmental Human Resources to FLAIR bi-weekly to ensure that these employees' FLAIR access is removed.</p>	
<p>Auditor General Report No. 2009-078</p> <p>Dated: 12/23/2008</p>	2/28/2008	Administration	<p><u>Department of Management Services and Related Entities: Nonpublic Information Safeguards and Revenue and Cash Receipts</u></p> <p>Finding 1: SSN Reporting Requirements: The Department and related entities did not timely issue each provider of social security numbers (SSNs) with a written statement stating the purpose for the SSN collection. Additionally, contrary to governing laws, certifications and reports regarding the collection and provision of SSNs were not timely provided to designated government officials.</p> <p>Recommendation: The Department and related entities should develop written procedures for safeguarding access to SSNs including, as applicable, provisions for providing written notifications to individuals when SSNs are collected and for obtaining written explanations from commercial entities explaining how the entities will use any SSNs provided.</p>	<p>CONCUR: As noted in the report, effective April 2008, the department provides written notification to individuals about the purpose for collecting their SSN. In addition, the department will revise Administration Policy 94-102 - Public Records Request to require written explanations from commercial entities of how they will use any SSNs provided. The</p>	

				<p>revision is expected to be completed by March 31, 2009.</p> <p>Update/Close 6/23/09: The department completed the revision of Administration Policy 94-102 – Public Records Request on June 11, 2009 to include provisions for providing written notifications to individuals when SSNs are collected and for providing SSNs to commercial entities.</p>	
		Administration	<p>Finding 2: Communication of Department Policies: Key management personnel were not always cognizant of the Department’s established policies regarding the protection of nonpublic information. Additionally, the Department did not maintain and make available to management and staff a listing of applicable State and Federal laws and rules relevant to the nonpublic information held by the Department.</p> <p>Recommendation: The Department should take steps to ensure its staff is aware of policies regarding nonpublic information safeguards. Such steps may include consolidating the individual policies, and providing ready access to and sufficient training on such policies. Additionally, the Department should identify and maintain a listing of applicable State and Federal statutes and rules relevant to nonpublic information collected or maintained by the Department.</p>	<p>CONCUR: The department has posted its Administration and Human Resource Policies regarding “nonpublic” information to the department’s website and intranet site. Relevant Information Technology Administrative Policies will be posted to the department’s intranet site by June 30, 2009.</p> <p>Information concerning the handling of “nonpublic” information will be featured in future articles of the department’s newsletter, the DMS Difference. In addition, the Office of the General Counsel (OGC) will compile a list of the more frequently encountered laws and rules for inclusion in the OGC’s Public Records Manual. However, the OGC still maintains that the Government in the Sunshine Manual is the best resource for comprehensive information on public records law. These actions should be completed by March 31, 2009.</p> <p>Update/Open 6/23/09: The department featured articles in the December 2008 newsletter concerning the handling of “nonpublic information. The OGC compiled a list of the more frequently encountered laws and rules and included them in the OGC’s Public Records Manual completed March 31, 2009.</p> <p>It is anticipated that the Information Technology Administrative Policies will be completed and posted on the intranet site by June 30, 2009.</p>	

				<p>Update/Close 2/25/10: The Information Technology Administrative Polices regarding Information Security Awareness were completed and posted on the intranet site on July 1, 2009.</p>
		<p>Administration</p>	<p>Finding 3: Procedures and Standard Documents: Department and related entity operating procedures and standard documents could be enhanced to better safeguard nonpublic information.</p> <p>Recommendation: To appropriately safeguard SSNs and other nonpublic information:</p> <ul style="list-style-type: none"> • The Department should periodically review all operating procedures to ensure that nonpublic information is only collected and used to the extent necessary for the performance of Department duties and responsibilities. • The Department should enhance its procedures to ensure that clear and unambiguous security clauses prohibiting disclosure of nonpublic information by vendors is included in all Department standard documents and templates used for procuring goods and services. 	<p>To appropriately safeguard SSNs and other “nonpublic” information:</p> <ul style="list-style-type: none"> • CONCUR: The department annually certifies to the Senate President and Speaker of the House of Representatives its compliance with statutory requirements regarding the collection of SSNs. In addition, the Division of Administration performs an annual review of department policies and procedures. Such review helps ensure that the department collects only that “nonpublic” information which is necessary to carry out department duties and responsibilities. <p>Update/Close 6/23/2009: The department provided the certification of the collection of SSNs to the Senate President and Speaker of the House of Representatives on January 29, 2009.</p> <ul style="list-style-type: none"> • CONCUR: State Purchasing Agreement and Alternate Contract Source vendors are required to comply with all applicable state laws, including those prohibiting disclosure of “nonpublic” information. Thus, vendor compliance with state information security requirements for State Purchasing Agreements is addressed generally in Purchasing Form 7722, which is incorporated by Rule 60A-1.025, Florida Administrative Code. These

				<p>requirements are also addressed generally in the Alternate Contract Source Terms and Conditions rider (Purchasing Form 7102 incorporated by Rule 60A-1.047, Florida Administrative Code) which is executed by the department and the vendor. However, the Division of State Purchasing will strengthen the security provisions of these forms. As any substantive changes must proceed through the rulemaking process it is anticipated that the revisions will be completed by January 1, 2010.</p> <p>Update/Open 2/25/2010: The Division of State Purchasing continues to work on updating the forms and Rule 60A-1.025 but it is not expected to be completed until April 2010.</p> <p>OIG Position:</p> <p><i>We will continue to monitor this recommendation until the forms are updated and Rule 60A-1.025, Florida Administrative Code has been changed.</i></p>	
		Administration	<p>Finding 4: Physical Security: Physical security over documents containing nonpublic information was not always sufficient.</p> <p>Recommendation: To prevent unauthorized access to documents containing nonpublic information, the Department should enhance its procedures to ensure such information is secured behind locked doors or in locked cabinets when not in use.</p>	<p>CONCUR: Department offices are located in secure facilities. In addition, the department's Administration Policy 94-102 - Public Records Request and Human Resource Policy 06-110 - Misuse of Information and Data both require that each program area establish procedures for keeping exempt records from disclosure. Human Resource Policy 06-110 further requires that employees comply with established protection and control procedures and protect information and data being used. As a condition of employment, staff are required to sign an acknowledgement form that they are aware of, and agree to the requirements of the policy.</p>	

				<p>The department will feature reminders about the safeguarding of “nonpublic” information in future issues of the DMS Difference and in email communications to all employees. The department will also enhance existing policies to include a requirement that employees secure “nonpublic” documents behind locked doors or in locked cabinets after work hours or when not in use for extended periods of time during the work day.</p> <p>Updated/Open 6/23/2009: The department has updated and published Administration Policy 94-102 – Public Records Request. The department has also included a reminder in the December 2008 issue of the DMS Difference and an email regarding training on the policies. Each program area is currently working to complete procedures for their area.</p> <p>Update/Close 2/25/2010: Each program area has completed and distributed a policy and procedure regarding confidential and/or exempt information.</p>	
		Chief Information Officer	<p>Finding 5: Access Controls: The Department and related entities had not established written procedures for requesting, approving, monitoring, and removing user access privileges for selected information technology systems. Also, user access privileges were not routinely reviewed for continued applicability, and access authorizations were not retained. Additionally, certain logical access controls relating to the management of access privileges needed improvement.</p> <p>Recommendation: To minimize the risk of compromising data and system resources, the Department, DOAH, FCHR, and PERC should establish and implement written procedures that address requesting, approving, assigning, reviewing, and removing user access privileges for the selected systems. Further, the Department, DOAH, and FCHR should strengthen IT logical access controls related to the management of access privileges.</p>	<p>CONCUR: The department recognizes that a more formal process for requesting user access is consistent with good security practices. Therefore, the department will implement an automated process to request and remove user access to systems under the direct control of the department’s divisions. This process will log all user access requests (access and removal) authorized by the division’s system owner. In addition, the department will establish a schedule for</p>	

				<p>reviewing user access rights. These new procedures are scheduled for implementation by June 30, 2009.</p> <p>Updated/Open 6/23/2009: The department is in the process of creating and implementing new automated procedures. These procedures will be completed by August 31, 2009.</p> <p>Update/Open 2/25/2010: The department has developed an application for requesting and tracking user access privileges. Legal Case Tracking, Business Aircraft Record Tracking, and Facilities Access Communications Tool (FACT) received the roll-out for the application on January 4, 2010. An associated written procedures document will be created and in place by March 31, 2010. After an initial 6 month trial run with these areas the application will be rolled out to the other areas of the department.</p> <p>OIG Position:</p> <p><i>We will continue to monitor this recommendation until the user access procedures are completed.</i></p>	
		<p>Bureau of Financial Management</p>	<p>Finding 7: Cash Collection Controls: Cash collection and processing procedures needed improvement.</p> <p>Recommendation: To adequately safeguard State moneys, the Department and related entities should enhance control procedures by addressing the deficiencies noted.</p> <p>Bureau of Financial Management Services (BFMS)</p> <ul style="list-style-type: none"> The accounting codes established for DSGI did not include adequate information for recording cash received from open enrollment benefit fair participants. 	<ul style="list-style-type: none"> CONCUR: During the course of the Auditor General’s review, the Bureau of Financial Management Services established a separate object code specifically for recording reimbursements from open enrollment benefit fair participants. 	

				Update/Close 6/23/2009: On December 18, 2008, the Bureau of Financial Management Services established a separate object code specifically for recording reimbursements from open enrollment benefit fair participants.	
Auditor General Report 2009-144 Dated: 3/05/2009	No. 6/30/2009	Bureau of Financial Management	<p align="center"><u>State of Florida - Compliance and Internal Controls Over Financial Reporting and Federal Awards</u></p> <p>Finding: As previously reported, FDMS did not properly classify net assets in accordance with generally accepted principles (GAAP).</p> <p>Recommendation: We again recommend that FDMS ensure that the calculation of Invested in capital assets, net of related debt, includes the impact of significant unspent related debt proceeds.</p>	<p>CONCUR: We agree with the Auditor General's Office that the Net Assets Invested in Capital Assets, Net of Related Debt (536XX general ledger code) was misstated. However the classification error does not misstate the total fund equity. Policies and procedures have been developed to ensure that the funds are correctly reported in next year's financial statements.</p> <p>Updated/Open 8/28/2009: Policies and procedures reflect the correct calculation for classifying net assets. The calculation is performed by the Professional Accountant Supervisor and reviewed by the Chief of Financial Management Services.</p> <p>Update/Close 4/7/2010: This finding was not repeated in the FY 2008-2009 report and therefore we are administratively closing this issue</p>	
Auditor General Report 2010-165 Dated: 3/26/2010	No. 6/30/2010	Bureau of Financial Management	<p align="center"><u>State of Florida - Compliance and Internal Controls Over Financial Reporting and Federal Awards</u></p> <p>Finding: Adjustments to account balances of the Florida Retirement System Trust Fund (FRSTF) identified by the Florida State Board of Administration (FSBA) and communicated to the</p>		

			<p>FDMS were not sent to the Florida Department of Financial Services (FDMS) so that the affects of the adjustments could be reflected in the State's financial statements.</p> <p>Recommendation: We recommend FDMS enhance its fiscal year-end processes to ensure that all financial records and adjustments to account balances communicated by FSBA for FRSTF investments are timely accounted for and reported to FDFS for inclusion in the State's financial statements.</p>	<p>CONCUR: We concur with the recommendation. The FDMS Bureau of Financial Management Services will amend its procedures to ensure that FSBA adjustments are reviewed and posted at year end.</p> <p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>	
			<p>Finding: The FDMS incorrectly eliminated account balances relating to the assets and liabilities associated with the Certificates of Participation, Series 1995B and 1995C that funded the construction of youthful offender correctional facilities.</p> <p>Recommendation: We recommend that FDMS enhance its review procedures to ensure that changes affecting recorded debt issues meet the appropriate criteria as identified by the authoritative literature.</p>	<p>CONCUR: We concur with the recommendation. We will update the year-end procedures for dealing with changes that affect recorded debt.</p> <p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>	



FISCAL YEAR 2011-12

**STATE EMPLOYEE
LEASING & BBIB**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**STATE EMPLOYEE
LEASING & BBIB**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72010300 State Employee Leasing Program
Fund: 2021 Administrative Trust

Specific Authority: Ch. 288.901(2), F.S.
Purpose of Fees Collected: Provides a lease agreement program that allows Enterprise Florida, Inc., to hire persons who, as of June 30, 1996, are employed by Department of Commerce or who, as of January 1, 1997, are employed by the Executive Office of the Governor (specifically the Workforce Development Board). Also provides a lease agreement program with FL BBIB, Inc., to hire persons who, as of June 30, 2002, are employed by BBIB.

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II .)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009-10	FY 2010-11	FY 2011-12
Receipts:				
Reimbursement from Enterprise		286,775	369,906	370,706
Reimbursement from BBIB		69,148	69,148	69,148
Total Fee Collection to Line (1) - Section III		355,923	439,054	439,854

SECTION II - FULL COSTS				
Direct Costs:				
Salaries and Benefits		350,068	433,131	433,931
HR Statewide Contract		1,839	1,907	1,907
Indirect Costs Charged to Trust Fund:				
Transfer to 72010100-2021-Admin.Assess.Fee		4,016	4,016	4,016
Reserve for Pay Package				
Total Full Costs to Line (2) - Section III		355,923	439,054	439,854

Basis Used: Accrual

SECTION III - SUMMARY				
TOTAL SECTION I	(A)	355,923	439,054	439,854
TOTAL SECTION II	(B)	355,923	439,054	439,854
TOTAL - Surplus/Deficit	(C)	0	-	-

EXPLANATION:
Negative balances are offset by cash balance carried forward (See Schedule I)

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	ADMINISTRATIVE TRUST
LAS/PBS Fund Number:	STATE EMPLOYEE LEASING (72010300)
	2021

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	0 (A)		0
ADD: Other Cash (See Instructions)			0
ADD: Investments			0
ADD: Outstanding Accounts Receivable	5,487 (D)		5,487
ADD: _____			0
Total Cash plus Accounts Receivable	5,487 (F)		5,487
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards	5,487 (H)		5,487
Approved "B" Certified Forwards			0
Approved "FCO" Certified Forwards			0
LESS: Other Accounts Payable (Nonoperating)			0
LESS: Other Accounts Payable			0
Unreserved Fund Balance, 07/01/10	0 (K)		0**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.



FISCAL YEAR 2011-12

**FACILITIES
MANAGEMENT**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**FACILITIES
MANAGEMENT**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72400100 Facilities Management
Fund: 2313 Florida Facilities Pool Clearing Trust
Specific Authority: 255.251, F.S.
Purpose of Fees Collected: Used to satisfy debt service requirements, capital depreciation, and to transfer to the Div.of Fac.Mgmt. to cover cost of operations and maintenance

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
<u>SECTION I - FEE COLLECTION</u>		ACTUAL	ESTIMATED	REQUEST
		FY 2009-10	FY 2010-11	FY 2011-12
<u>Receipts:</u>				
Office Space-State		91,344,352	96,704,174	100,034,278
Interest Earnings		63,375	63,375	63,375
Projected Rental Rate Increase				
Transfer in from DFS		2,494,088	2,491,512	
Total Fee Collection to Line (1) - Section III		93,901,815	99,259,061	100,097,653

<u>SECTION II - FULL COSTS</u>				
<u>Direct Costs:</u>				
Salaries and Benefits				
Other Personal Services				
Expenses				
Operating Capital Outlay				
Fixed Capital Outlay (Debt Service)		32,444,031	32,514,399	38,239,062
<u>Indirect Costs Charged to Trust Fund:</u>				
Payments to SBA-Capital Deprec.Resv.		4,213,000	6,638,870	8,300,906
Payments to SBA-Operations/Maint.		57,160,481	60,086,566	53,494,340
Pymts to SBA-Admin Fee				
Transfer--Facilities Wkg Cap TF (2225)		-	-	-
Adjustment to CFO Beg Bal		37,797,011		
Total Full Costs to Line (2) - Section III		131,614,523	99,239,835	100,034,308

Basis Used: _____
 Accrual _____

<u>SECTION III - SUMMARY</u>				
TOTAL SECTION I	(A)	93,901,815	99,259,061	100,097,653
TOTAL SECTION II	(B)	131,614,523	99,239,835	100,034,308
TOTAL - Surplus/Deficit	(C)	(37,712,708)	19,226	63,345

EXPLANATION:
Negative balance is offset by cash balance carried forward

SCHEDULE 1A: DETAIL OF FEES AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72400100 Facilities Management
Fund: 2495 Public Facilities Fin TF
Specific Authority: 255.518, F.S.
Purpose of Fees Collected: Receives bond proceeds from sale of bond issues. Used for construction of DMS facilities.

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
X	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

<u>SECTION I - FEE COLLECTION</u>	<u>ACTUAL</u>	<u>ESTIMATED</u>	<u>REQUEST</u>
	<u>FY 2009-10</u>	<u>FY 2010-11</u>	<u>FY 2011-12</u>
Receipts:			
Interest Earnings	1,319,630	350,000	25,000
Bond Proceeds	-		
Total Fee Collection to Line (A) - Section I	1,319,630	350,000	25,000

SECTION II - FULL COSTS

Direct Costs:			
Salaries and Benefits			
Other Personal Services			
Expenses			
Operating Capital Outlay			
Fixed Capital Outlay	2,471,529	3,349,716	
Indirect Costs Charged to Trust Fund:			
FCO Expenditures not on Schedule 1	66,725,995		
FCO Appropriation Certified Forward	18,547,225		
Payment to SBA - 310229	-	225,000	225,000
FCO Accounts Payable/495014	-		
CPC Activity in Fund Per SWFS	124,158,199		
Total Full Costs to Line (B) - Section II	211,902,948	3,574,716	225,000

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	1,319,630	350,000	25,000
TOTAL SECTION II	(B)	211,902,948	3,574,716	225,000
TOTAL - Surplus/Defici	(C)	(210,583,317)	(3,224,716)	(200,000)

EXPLANATION:

Negative balance is offset by cash balance brought forward (See Schedule I)

SCHEDULE 1A: DETAIL OF FEES AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72400100 Facilities Management
Fund: 2510 Operating Trust
Specific Authority: 2006-79 Laws of Florida
Purpose of Fees Collected: Various

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

SECTION I - FEE COLLECTION

	ACTUAL FY 2009-10	ESTIMATED FY 2010-11	REQUEST FY 2011-12
<u>Receipts:</u>			
Transfer In for Tenant Improvements	-	1,000,000	-
Interest Earnings	137,998	124,000	110,000
Tenant Improvements Revenues	-		
Total Fee Collection to Line (A) - Section III	137,998	1,124,000	110,000

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits			
Other Personal Services			
Expenses			
Operating Capital Outlay			
S.C.:Master Lease Space Tenant Imprv.	1,883,327	479,367	
S.C.:Tenant Broker Commissions			-

Indirect Costs Charged to Trust Fund:

6/30/2009 CF B Paid - Not in Beg Bal			
Cert Forward Reversions @ 9/30/2010		(25,215)	
TR to GR-8% Service Charge	11,040	9,920	8,800
Total Full Costs to Line (B) - Section III	1,894,367	464,072	8,800

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	137,998	1,124,000	110,000
TOTAL SECTION II	(B)	1,894,367	464,072	8,800
TOTAL - Surplus/Deficit	(C)	(1,756,369)	659,928	101,200

EXPLANATION:

Negative balances are offset by cash balance carried forward (See Schedule I)
 See 2339 for Actual FY 2005-06 and Estimated FY 2006-07 Information

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period: 2011-12**
Program: 72400100 Facilities Management
Fund: 2696 Supervision Trust
Specific Authority: 255, F.S.
Purpose of Fees Collected: To provide funds for the operation, maintenance, parking, security, and administration of state-owned facilities controlled by the Department of Management Services.

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Receipts:				
SEE ATTACHED LISTING				
Total Fee Collection to Line (1) - Section III		69,822,022	68,083,176	63,052,986

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits	13,618,733	13,078,695	13,131,743
Other Personal Services	13,471	17,000	17,000
Expenses	4,756,776	4,753,049	4,753,049
Operating Capital Outlay	71,758	73,727	73,727
Transfer to FDLE-Capitol Police	5,176,011	6,091,133	6,108,949
Contracted Services	8,857,380	8,716,910	8,806,352
DMS/Facilities Security	1,097,010	1,148,387	1,148,387
Interior Reburishment / Lease	1,344,123	1,390,145	-
Risk Management Insurance	180,234	307,139	307,139
State Utility Payments	15,928,519	20,237,853	19,793,415
Capitol Repairs	50,000	50,000	50,000
Deferred-Pay Com Contracts	634,093	1,197,558	1,552,554
HR Statewide Contract	111,437	115,458	115,458
G/A Deepwater Horizon	21,803		
Data Processing-SSRC	179,195	169,243	169,243
Fixed Capital Outlay			

Indirect Costs Charged to Trust Fund:

TR/DMS Administrative Trust Fund	2,165,454	2,056,486	2,364,959
TR to GR - 8% Srvc Chrg	86,183	76,460	69,160
Refunds	90,763		
Installment Purchase Contract in Beg Bal	(394,325)		
Comp Leave Liability in Beg Bal	(429,213)		
Cert. Forward A Reversions @ 9/30/2009	(67,660)	-	
6/30/2009 CF B paid	864,118	-	
FCO Expenditures in Trial Balance	4,839,246		
FCO Certified Forward	6,237,362		
FCO Budget Amount on Schedule 1	(7,713,227)	6,638,870	8,300,906
Cert Forward Reversions @ 9/30/2010	-	(41,435)	
Total Full Costs to Line (2) - Section III	57,719,245	66,076,678	66,762,041

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	69,822,022	68,083,176	63,052,986
TOTAL SECTION II	(B)	57,719,245	66,076,678	66,762,041
TOTAL - Surplus/Deficit	(C)	12,102,777	2,006,498	(3,709,055)

EXPLANATION:

Negative balances are offset by cash balance carried forward (See Schedule I)

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period: 2011-12**
Program: 72400100 Facilities Management
Fund: 2696 Supervision Trust

Specific Authority: 255, F.S.
Purpose of Fees Collected: To provide funds for the operation, maintenance, parking, security, and administration of state-owned facilities controlled by the Department of Management Services.

(1)	(2)	(3)	(4)
<u>SECTION I - FEE COLLECTION</u>	ACTUAL	ESTIMATED	REQUEST
	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
<u>Receipts:</u>			
Transfer from SBA - O&M	57,830,974	60,086,566	53,494,340
Transfer from SBA-Cap. Dep.	10,186,516	6,638,870	8,300,906
Transfer from SBA-Cap. Dep. for Backlog			
Projected Rental Rate Increase			
Central Maintenance Facility		3,400	3,400
Interest Earnings-Oper & Maint	449,178	450,000	350,000
Utility Collections & Landscaping	28,269	1,824	1,824
Misc.Services-Build.Tenants	18,749	4,500	4,500
Rental Receipts	33,295	31,370	31,370
Transfer from SBA to use Cash Balance		-	
Reimbursements & Refunds	408,214	-	
Projected Rental Rate Increase	-		
Paid Parking Fees-State Agencies	195,294	195,294	195,294
Paid Parking Fees - Non-State	48,532	48,352	48,352
Paid Parking Fees-Employees	623,001	623,000	623,000
Total Fee Collection to Line (1) - Section III	69,822,022	68,083,176	63,052,986

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72400100 Facilities Management
Fund: 2313 Florida Facilities Pool Clearing Trust

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Rental-Office Space-State	84,303	103,529	166,874
<u>FUNDING SOURCE-NON-STATE</u>			
TOTALS*	84,303	103,529	166,874

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72400100 Facilities Management
Fund: 2495 Public Facilities Fin Trust

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Bond Proceeds & Interest Earnings	3,594,348	369,632	169,632
<u>FUNDING SOURCE-NON-STATE</u>			
TOTALS*	3,594,348	369,632	169,632

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011-12

Department: 72 Management Services
Budget Entity: 72400100 Facilities Management
Fund: 2510 Operating Trust

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Transfer from Monroe County	4,108,789	4,768,713	4,869,913
<u>FUNDING SOURCE-NON-STATE</u>			
TOTALS*	4,108,789	4,768,713	4,869,913

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72400100 Facilities Management
Fund: 2696 Supervision Trust

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Rental Fees	10,526,935	12,533,613	8,824,738
TOTALS*	10,526,935	12,533,613	8,824,738

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	FL FAC POOL CLEARING TRUST
LAS/PBS Fund Number:	FACILITIES MANAGEMENT (72400100)
	2313

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	1,438,622 (A)	0	1,438,622
ADD: Other Cash (See Instructions)	10,428 (B)	0	10,428
ADD: Investments	31,299,612 (C)	0	31,299,612
ADD: Outstanding Accounts Receivable	165,119 (D)	-	165,119
ADD: _____	(E)	0	0
Total Cash plus Accounts Receivable	32,913,780 (F)	0	32,913,780
LESS Unearned Revenue	1,438,622 (G)	0	1,438,622
LESS Approved "A" Certified Forwards	(H)	0	0
Approved "B" Certified Forwards	(H)	0	0
Debt Service-Restricted Asset	2,494,192 (H)	0	2,494,192
LESS: Other Accounts Payable (Debt Service in T	25,781,109 (I)	0	25,781,109
LESS: Other Accounts Payable (Debt Service)	0 (I)	0	0
July & August Interest Payment not in TB	3,115,554 (I)	0	3,115,554
LESS: <u>Other Accounts Payable</u>	0 (J)	0	0
Unreserved Fund Balance, 07/01/10	84,303 (K)	0	84,303**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012 MANAGEMENT SERVICES
Trust Fund Title:	PUBLIC FACILITIES FINANCING TRUST
Budget Entity:	FACILITIES MANAGEMENT (72400100)
LAS/PBS Fund Number:	2495

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	0	(A)			0
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments	22,081,331	(C)			22,081,331
ADD: Outstanding Accounts Receivable	62,743.86	(D)			62,744
ADD: _____		(E)			0
Total Cash plus Accounts Receivable	22,144,075	(F)			22,144,075
LESS Allowances for Uncollectibles		(G)			0
LESS Approved "A" Certified Forwards		(H)			0
Approved "B" Certified Forwards		(H)			0
Approved "FCO" Certified Forwards	18,547,225	(H)			18,547,225
LESS: Other Accounts Payable (Non Operating)	2,503	(I)			2,503
LESS: <u>Other Accounts Payable</u>		(J)			0
Unreserved Fund Balance, 07/01/10	3,594,348	(K)			3,594,348**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	OPERATING TRUST
LAS/PBS Fund Number:	FACILITIES MANAGEMENT (72400100)
	2510

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	28		28
ADD: Other Cash (See Instructions)	(B)		0
ADD: Investments	4,680,747 (C)		4,680,747
ADD: Outstanding Accounts Receivable	12,182 (D)		12,182
ADD: _____	(E)		0
Total Cash plus Accounts Receivable	4,692,957 (F)		4,692,957
LESS Allowances for Uncollectibles	(G)		0
LESS Approved "A" Certified Forwards	231,882 (H)		231,882
Approved "B" Certified Forwards	349,335 (H)		349,335
Approved "FCO" Certified Forwards	(H)		0
LESS: Other Accounts Payable (Non Operating)	2,955 (I)		2,955
LESS: <u>Other Accounts Payable</u>	(J)		0
Unreserved Fund Balance, 07/01/10	4,108,785 (K)		4,108,785 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	SUPERVISION TRUST
LAS/PBS Fund Number:	FACILITIES MANAGEMENT (72400100)
	2696

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	280,597	(A)			280,597
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments	16,066,305	(C)			16,066,305
ADD: Outstanding Accounts Receivable	103,674	(D)	0		103,674
ADD: <u>Restricted Investments at Cost, SBA</u>	6,237,362	(E)			6,237,362
Total Cash plus Accounts Receivable	22,687,938	(F)	0		22,687,938
LESS Allowances for Uncollectibles		(G)			0
LESS Approved "A" Certified Forwards	2,721,611	(H)			2,721,611
Approved "B" Certified Forwards	480,104	(H)			480,104
Approved "FCO" Certified Forwards	6,237,362	(H)			6,237,362
LESS: Other Accounts Payable (Non Operating)	1,207,335	(I)			1,207,335
LESS: Other Accounts Payable			0		0
LESS: <u>Deferred Revenue</u>	1,514,592	(J)			1,514,592
Unreserved Fund Balance, 07/01/10	10,526,935	(K)	0		10,526,935 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: Florida Facilities Pool Clearing Trust Fund
LAS/PBS Fund Number: 2313

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 (A)

Add/Subtract:

The Florida Facilities Pool Trust Fund unencumbered cash balance will not equal the retained earnings unreserved in FLAIR because bond liabilities are recorded in this fund but the assets are recorded in the Supervision Trust Fund. The Florida Facilities Pool Trust Funds are consolidated for Statewide Financial Purposes. All assets in this fund is considered to be a restricted asset per the Bond Covenants. (B)

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2009 (C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2010 - 2011

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: Public Facilities Financing Trust Fund
LAS/PBS Fund Number: 2495

BEGINNING TRIAL BALANCE:

495XXX Unreserved Fund Balance Per Trial Balance, 07-01-	0.00	(A)
495016 Unreserved Fund Balance Per Trial Balance, 07-01-1	1,046,706.00	
495017 Unreserved Fund Balance Per Trial Balance, 07-01-1	513,437.00	
495018 Unreserved Fund Balance Per Trial Balance, 07-01-1	10,875,114.00	
495019 Unreserved Fund Balance Per Trial Balance, 07-01-1	9,706,316.00	
 495001 Unreserved Fund Balance Per Trial Balance, 07-01-1	 25,001,502.00	

Add/Subtract:

Accounts Payable in FLAIR Not on Schedule 1C	<input type="text"/>
 FCO Certified Forward on Schedule 1C Not in FLAIR	 <input type="text" value="(18,547,225.00)"/>
 Bureau of Private Prisons Facilities Financing Provided by Department Of Corrections	 <input type="text" value="(25,001,502.00)"/>

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010	<input type="text"/>	(C)
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ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title:	<u>720000 MANAGEMENT SERVICES</u>
Trust Fund Title:	<u>Facilities Grants & Donations Capital Trust Fund</u>
LAS/PBS Fund Number:	<u>2510</u>

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10	<input type="text" value="4,108,785"/> (A)
---	--

Add/Subtract:

Compensated Leave Liability in FLAIR Not on Schedule 1C	<input type="text" value="0.00"/> (B)
--	---------------------------------------

Certified Forward B recored on Schedule 1C Not Recorded in FLAIR	<input type="text" value="0"/>
---	--------------------------------

Other Adjustment(s):

Statewide Post Closing adjustment to Accounts Receivable	<input type="text"/> (C)
--	--------------------------

<input type="text"/> (C)

ADJUSTED BEGINNING TRIAL BALANCE:	<input type="text" value="4,108,785"/> (D)
--	--

UNRESERVED FUND BALANCE, SCHEDULE IC	<input type="text" value="4,108,785"/> (E)
---	--

DIFFERENCE:	<input type="text" value="0"/> (F)*
--------------------	-------------------------------------

***SHOULD EQUAL ZERO.**

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: Supervision Trust Fund
LAS/PBS Fund Number: 2696

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 **9,069,995.52** (A)

Add/Subtract:

(B)

Certified Forward Bs Included On Schedule 1C/
Not Included In FLAIR Retained Earnings Unreserved **(480,104.00)**

Compensated Absences Liability Recorded In FLAIR/
Not Recorded On Schedule 1C **1,898,043.00**

Accounts Payable not Certified Forward in FLAIR
Not on Schedule 1C **39,000.00**

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)

ADJUSTED BEGINNING TRIAL BALANCE: **10,526,935** (D)

UNRESERVED FUND BALANCE, SCHEDULE IC **10,526,935** (E)

DIFFERENCE: **(0)** (F)*

***SHOULD EQUAL ZERO.**

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: MANAGEMENT SERVICES **Budget Period 2011 -2012**
Budget Entity: FACILITIES MANAGEMENT/72400100 **SERIES 1998**

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt	(A) 2,055,819	1,989,174	1,953,144
Principal	(B) 1,575,000	1,640,000	1,925,000
Repayment of Loans	(C)		
Fiscal Agent or Other Fees	(D)		
Other Debt Service	(E)		
Total Debt Service	(F) 3,630,819	3,629,174	3,878,144

Explanation: Florida Facilities Pool Bonds were issued to provide funds for the acquisition and construction of facilities to be leased to State agencies. The bonds, serial and term, are secured by a pledge of the revenues, derived from the leasing and operations of these facilities.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
(6)		(7)	(8)	(9)
		ACTUAL FY 20__ - __	ESTIMATED FY 20__ - __	REQUEST FY 20__ - __
Interest on Debt	(G)			
Principal	(H)			
Fiscal Agent or Other Fees	(I)			
Other	(J)			
Total Debt Service	(K)			

ISSUE:

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
		ACTUAL FY 20__ - __	ESTIMATED FY 20__ - __	REQUEST FY 20__ - __
Interest on Debt	(G)			
Principal	(H)			
Fiscal Agent or Other Fees	(I)			
Other	(J)			
Total Debt Service	(K)			

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: MANAGEMENT SERVICES **Budget Period 2011 -2012**
Budget Entity: FACILITIES MANAGEMENT/72400100 **SERIES 1999**

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
SECTION I	FY 2009-2010	FY 2010-2011	FY 2011-2012
Interest on Debt	(A) 818,123	784,983	818,093
Principal	(B) 770,000	805,000	770,000
Repayment of Loans	(C)		
Fiscal Agent or Other Fees	(D)		
Other Debt Service	(E)		
Total Debt Service	(F) 1,588,123	1,589,983	1,588,093

Explanation: Florida Facilities Pool Bonds were issued to provide funds for the acquisition and construction of facilities to be leased to State agencies. The bonds, serial and term, are secured by a pledge of the revenues, derived from the leasing and operations of these facilities.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
(6)		(7)	(8)	(9)
		ACTUAL	ESTIMATED	REQUEST
		FY 20__ - __	FY 20__ - __	FY 20__ - __
Interest on Debt	(G)			
Principal	(H)			
Fiscal Agent or Other Fees	(I)			
Other	(J)			
Total Debt Service	(K)			

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
(6)		(7)	(8)	(9)
		ACTUAL	ESTIMATED	REQUEST
		FY 20__ - __	FY 20__ - __	FY 20__ - __
Interest on Debt	(G)			
Principal	(H)			
Fiscal Agent or Other Fees	(I)			
Other	(J)			
Total Debt Service	(K)			

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: MANAGEMENT SERVICES **Budget Period 2011 -2012**
Budget Entity: FACILITIES MANAGEMENT/72400100 **SERIES 2000**

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt	(A) 17,306		-
Principal	(B) 355,000		-
Repayment of Loans	(C)		
Fiscal Agent or Other Fees	(D)		
Other Debt Service	(E)		
Total Debt Service	(F) 372,306	-	-

Explanation: Florida Facilities Pool Bonds were issued to provide funds for the acquisition and construction of facilities to be leased to State agencies. The bonds, serial and term, are secured by a pledge of the revenues, derived from the leasing and operations of these facilities.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
(6)		(7)	(8)	(9)
		ACTUAL FY 20__ - __	ESTIMATED FY 20__ - __	REQUEST FY 20__ - __
Interest on Debt	(G)			
Principal	(H)			
Fiscal Agent or Other Fees	(I)			
Other	(J)			
Total Debt Service	(K)			

ISSUE:

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
		ACTUAL FY 20__ - __	ESTIMATED FY 20__ - __	REQUEST FY 20__ - __
Interest on Debt	(G)			
Principal	(H)			
Fiscal Agent or Other Fees	(I)			
Other	(J)			
Total Debt Service	(K)			

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: MANAGEMENT SERVICES **Budget Period 2011 -2012**
Budget Entity: FACILITIES MANAGEMENT/72400100 **SERIES 2002**

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt	(A) <input type="text" value="1,490,406"/>	<input type="text" value="1,422,856"/>	<input type="text" value="1,354,256"/>
Principal	(B) <input type="text" value="1,930,000"/>	<input type="text" value="1,960,000"/>	<input type="text" value="2,080,000"/>
Repayment of Loans	(C) <input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees	(D) <input type="text"/>	<input type="text"/>	<input type="text"/>
Other Debt Service	(E) <input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	(F) <input type="text" value="3,420,406"/>	<input type="text" value="3,382,856"/>	<input type="text" value="3,434,256"/>

Explanation: Florida Facilities Pool Bonds were issued to provide funds for the acquisition and construction of facilities to be leased to State agencies. The bonds, serial and term, are secured by a pledge of the revenues, derived from the leasing and operations of these facilities.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
(6)		(7)	(8)	(9)
		ACTUAL FY 20__ - __	ESTIMATED FY 20__ - __	REQUEST FY 20__ - __
Interest on Debt	(G)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Principal	(H)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees	(I)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	(J)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	(K)	<input type="text"/>	<input type="text"/>	<input type="text"/>

ISSUE:

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
		ACTUAL FY 20__ - __	ESTIMATED FY 20__ - __	REQUEST FY 20__ - __
Interest on Debt	(G)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Principal	(H)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees	(I)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	(J)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	(K)	<input type="text"/>	<input type="text"/>	<input type="text"/>

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: MANAGEMENT SERVICES **Budget Period 2011 -2012**
Budget Entity: FACILITIES MANAGEMENT/72400100 **SERIES 2003**

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
SECTION I	FY 2009-2010	FY 2010-2011	FY 2011-2012
Interest on Debt	(A) 3,594,675	3,179,138	2,741,813
Principal	(B) 7,915,000	8,330,000	8,775,000
Repayment of Loans	(C)		
Fiscal Agent or Other Fees	(D)		
Other Debt Service	(E)		
Total Debt Service	(F) 11,509,675	11,509,138	11,516,813

Explanation: Florida Facilities Pool Bonds were issued to provide funds for the acquisition and construction of facilities to be leased to State agencies. The bonds, serial and term, are secured by a pledge of the revenues, derived from the leasing and operations of these facilities.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
(6)		(7)	(8)	(9)
		ACTUAL	ESTIMATED	REQUEST
		FY 20__ - __	FY 20__ - __	FY 20__ - __
Interest on Debt	(G)			
Principal	(H)			
Fiscal Agent or Other Fees	(I)			
Other	(J)			
Total Debt Service	(K)			

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
(6)		(7)	(8)	(9)
		ACTUAL	ESTIMATED	REQUEST
		FY 20__ - __	FY 20__ - __	FY 20__ - __
Interest on Debt	(G)			
Principal	(H)			
Fiscal Agent or Other Fees	(I)			
Other	(J)			
Total Debt Service	(K)			

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: MANAGEMENT SERVICES **Budget Period 2011 -2012**
Budget Entity: FACILITIES MANAGEMENT/72400100 **SERIES 2005**

(1)	(2)	(3)	(4)
SECTION I	ACTUAL	ESTIMATED	REQUEST
	FY 2009-2010	FY 2010-2011	FY 2011-2012
Interest on Debt	(A) 4,948,644	4,724,644	4,471,144
Principal	(B) 4,480,000	5,070,000	5,315,000
Repayment of Loans	(C)		
Fiscal Agent or Other Fees	(D)		
Other Debt Service	(E)		
Total Debt Service	(F) 9,428,644	9,794,644	9,786,144

Explanation: Florida Facilities Pool Bonds were issued to provide funds for the acquisition and construction of facilities to be leased to State agencies. The bonds, serial and term, are secured by a pledge of the revenues, derived from the leasing and operations of these facilities.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
(6)		(7)	(8)	(9)
		ACTUAL	ESTIMATED	REQUEST
		FY 20__ - __	FY 20__ - __	FY 20__ - __
Interest on Debt		(G)		
Principal		(H)		
Fiscal Agent or Other Fees		(I)		
Other		(J)		
Total Debt Service		(K)		

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
(6)		(7)	(8)	(9)
		ACTUAL	ESTIMATED	REQUEST
		FY 20__ - __	FY 20__ - __	FY 20__ - __
Interest on Debt		(G)		
Principal		(H)		
Fiscal Agent or Other Fees		(I)		
Other		(J)		
Total Debt Service		(K)		

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: MANAGEMENT SERVICES **Budget Period 2011 -2012**
Budget Entity: FACILITIES MANAGEMENT/72400100 **SERIES 2007**

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt	(A) <input type="text" value="3,919,281"/>	<input type="text" value="3,844,081"/>	<input type="text" value="3,765,881"/>
Principal	(B) <input type="text" value="1,880,000"/>	<input type="text" value="1,955,000"/>	<input type="text" value="2,030,000"/>
Repayment of Loans	(C) <input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees	(D) <input type="text"/>	<input type="text"/>	<input type="text"/>
Other Debt Service	(E) <input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	(F) <input type="text" value="5,799,281"/>	<input type="text" value="5,799,081"/>	<input type="text" value="5,795,881"/>

Explanation: Florida Facilities Pool Bonds were issued to provide funds for the acquisition and construction of facilities to be leased to State agencies. The bonds, serial and term, are secured by a pledge of the revenues, derived from the leasing and operations of these facilities.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
(6)		(7)	(8)	(9)
		ACTUAL FY 20__ - __	ESTIMATED FY 20__ - __	REQUEST FY 20__ - __
Interest on Debt	(G)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Principal	(H)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees	(I)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	(J)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	(K)	<input type="text"/>	<input type="text"/>	<input type="text"/>

ISSUE:

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
		ACTUAL FY 20__ - __	ESTIMATED FY 20__ - __	REQUEST FY 20__ - __
Interest on Debt	(G)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Principal	(H)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees	(I)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	(J)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	(K)	<input type="text"/>	<input type="text"/>	<input type="text"/>

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: MANAGEMENT SERVICES **Budget Period 2011 -2012**
Budget Entity: FACILITIES MANAGEMENT/72400100 **SERIES 2008**

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt	(A) 1,849,088	1,826,513	1,803,238
Principal	(B) 645,000	665,000	690,000
Repayment of Loans	(C)		
Fiscal Agent or Other Fees	(D)		
Other Debt Service	(E)		
Total Debt Service	(F) 2,494,088	2,491,513	2,493,238

Explanation: Florida Facilities Pool Bonds were issued to provide funds for the acquisition and construction of facilities to be leased to State agencies. The bonds, serial and term, are secured by a pledge of the revenues, derived from the leasing and operations of these facilities.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
(6)		(7)	(8)	(9)
		ACTUAL FY 20__ - __	ESTIMATED FY 20__ - __	REQUEST FY 20__ - __
Interest on Debt	(G)			
Principal	(H)			
Fiscal Agent or Other Fees	(I)			
Other	(J)			
Total Debt Service	(K)			

ISSUE:

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	JUNE 30, 20__	JUNE 30, 20__
		ACTUAL FY 20__ - __	ESTIMATED FY 20__ - __	REQUEST FY 20__ - __
Interest on Debt	(G)			
Principal	(H)			
Fiscal Agent or Other Fees	(I)			
Other	(J)			
Total Debt Service	(K)			

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Facilities Management

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
			There are no issues or findings to report for Facilities Management.		



FISCAL YEAR 2011-12

**BUILDING
CONSTRUCTION**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**BUILDING
CONSTRUCTION**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72400200 Building Construction
Fund: 2033 Architects' Incidental Trust
Specific Authority: 255, F.S.
Purpose of Fees Collected: To provide funds for the administration and supervision of planning, design and construction of state-owned facilities.

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 -10	FY 2010 -11	FY 2011 -12
Receipts:				
SEE ATTACHED LISTING				
Total Fee Collection to Line (1) - Section III		1,108,707	1,611,307	1,606,307

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits		725,950	736,605	738,544
Other Personal Services				
Expenses		109,533	222,047	222,047
Operating Capital Outlay				
S.C.: Contracted Services		9,112	46,341	46,341
S.C.: Risk Management Insurance		20,226	23,411	23,411
Data Processing Services - SSRC		29,842	21,150	21,150
HR Statewide Contract		4,081	4,228	4,228
FCO - Supplemental Contracts		59,057	700,000	-

Indirect Costs Charged to Trust Fund:

TR to GR-8% Service Charge		9,599	4,800	5,600
TR to 2021-Admin. Assess. Fee		71,266	74,834	86,059
Refunds		8,375		
Cert Forward A Reversions @ 9/30/2009		(179)		
Cert Forward Reversions @ 9/30/2010			(360)	
Comp Leave Liability		(24,739)	-	
Prior Year FCO Expend in Trial Balance		68,908		
FCO Budget Amount on Schedule 1				
FCO A/P in Trial Balance not on Schedule		-		
5% Trust Fund Reserve				
Reserve for Pay Package				-

Total Full Costs to Line (2) - Section III		1,091,030	1,833,056	1,147,380
---	--	------------------	------------------	------------------

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	1,108,707	1,611,307	1,606,307
TOTAL SECTION II	(B)	1,091,030	1,833,056	1,147,380
TOTAL - Surplus/Deficit	(C)	17,677	(221,749)	458,927

EXPLANATION:

Negative balances are offset by cash balance brought forward (See Schedule I)

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** **2011-12**
Program: 72400200 Building Construction
Fund: 2033 Architects' Incidental Trust
Specific Authority: 255, F.S.
Purpose of Fees Collected: To provide funds for the administration and supervision of planning, design, and construction of state-owned facilities.

(1)	(2)	(3)	(4)
<u>SECTION I - FEE COLLECTION</u>	ACTUAL	ESTIMATED	REQUEST
	FY 2009 -10	FY 2010 -11	FY 2011 -12
<u>Receipts:</u>			
Construction Services	975,256	851,307	851,307
Property Transfer In			
Supplemental Contracts	66,704	700,000	700,000
Computer Charges (FLEET)			
Interest Earnings	66,591	60,000	55,000
Miscellaneous	156		
Total Fee Collection to Line (1) - Section III	1,108,707	1,611,307	1,606,307

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011- 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	ARCHITECT'S INCIDENTAL TRUST
LAS/PBS Fund Number:	BUILDING CONSTRUCTION
	2033

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	20,839	(A)			20,839
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments	2,784,710	(C)			2,784,710
ADD: Outstanding Accounts Receivable	24,830	(D)			24,830
ADD:		(E)			0
Total Cash plus Accounts Receivable	2,830,380			0	2,830,380
LESS Deferred Revenues	509,443	(G)			509,443
LESS Approved "A" Certified Forwards	19,377	(H)			19,377
Approved "B" Certified Forwards		(H)			0
Approved "FCO" Certified Forwards	0	(H)			0
LESS: Other Accounts Payable (Non Operating)	1,677	(I)			1,677
LESS: <u>Other Accounts Payable</u>		(J)			0
Unreserved Fund Balance, 07/01/10	2,299,883	(K)		0	2,299,883 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: Architects Incidental Trust Fund
LAS/PBS Fund Number: 2033

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 (A)

Add/Subtract:

Compensated Absences Liability recorded In FLAIR As A Liability/
 Not Recorded On Schedule 1C

FCO Certified Forward Balances ON Schedule 1C/
 Not In FLAIR Retained Earnings Unreserved

FCO Accounts Payable in FLAIR
 Not Recorded On Schedule 1C

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)

(C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Building Construction

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
			There are no issues or findings to report for Building Construction.		



FISCAL YEAR 2011-12

AIRCRAFT MANAGEMENT

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

AIRCRAFT MANAGEMENT

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period: 2011-12**
Program: 72600100 Aircraft Management
Fund: 2066 Bureau of Aircraft Trust
Specific Authority: 287.161, F.S.
Purpose of Fees Collected: To recover the normal direct costs of operating aircraft assigned to the Executive Aircraft Pool, and the total operational costs of the special purpose aircraft.

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 -10	FY 2010 - 11	FY 2011 - 12
Receipts:				
Revenues from Oper.-Executive Air Pool		243,999	629,764	629,764
Reimbursements		44,325		
Hanger Rental		7,920	7,920	7,920
Interest Earnings		7,477	7,500	7,500
Total Fee Collection to Line (1) - Section III		303,721	645,184	645,184

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits				
Other Personal Services				
Expenses		163,404	629,764	629,764
Operating Capital Outlay			-	-
S.C.:Contracted Services				
S.C.:Risk Management Insurance				
S.C.:Deferred-Pay Commodity Contracts				
S.C.:Aircraft Maintenance & Repairs				
HR Statewide Contract				
Data Processing Services-SSRC				

Indirect Costs Charged to Trust Fund:

TR to GR-8% Svc Chrg		780	600	600
TR to 2021-Admin.Assess.Fee		-	-	-
Comp Leave Liability in Beg Bal		(27,285)		
Cur Cap Lease Liability- in Beg Bal		(322,481)		
Cert Forward A Reversions @ 9/30/2009		(10)		
Cert Forward Reversions @ 9/30/2010				
Uncollectble Receivables		46,738	-	-
5% Trust Fund Reserve				32,229
Reserve for Pay Package				-
Total Full Costs to Line (2) - Section III		(138,854)	630,364	662,593

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	303,721	645,184	645,184
TOTAL SECTION II	(B)	(138,854)	630,364	662,593
TOTAL - Surplus/Deficit	(C)	442,574	14,820	(17,409)

EXPLANATION:

Negative balances are offset by cash balance carried forward (See Schedule I)

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	BUREAU OF AIRCRAFT TRUST
LAS/PBS Fund Number:	AIRCRAFT (72600100)
	2066

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	12,924	(A)			12,924
ADD: Other Cash (See Instructions)		(B)			0
	0				
ADD: Investments	452,666	(C)			452,666
ADD: Outstanding Accounts Receivable	6,725	(D)	0		6,725
ADD:		(E)			0
Total Cash plus Accounts Receivable	472,316	(F)	0		472,316
LESS Allowances for Uncollectibles	0	(G)			0
LESS Approved "A" Certified Forwards	7,603	(H)			7,603
Approved "B" Certified Forwards	0	(H)			0
Approved "FCO" Certified Forwards		(H)			0
LESS: Other Accounts Payable (Non Operating)	283	(I)			283
LESS: <u>Other Accounts Payable</u>		(J)			0
Unreserved Fund Balance, 07/01/10	464,430	(K)	0		464,430 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: Aircraft Trust Fund
LAS/PBS Fund Number: 2066

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 (A)

Add/Subtract:

Property Value Recorded In FLAIR As Assets/Not Recorded On (B)
Schedule 1C. General Ledger Code 53600 Overstated and General
Ledger Code 53900 Understated

Advances From Other Funds Recorded in FLAIR As A Liability/
Not Recorded On Schedule 1C

Compensated Absences Liability recorded In FLAIR As A Liability/
Not Recorded On Schedule 1C

Allowances for Uncollectibles recorded on Schedule 1C
Not Recorded in FLAIR

Supply Inventory Not Recorded On Schedule 1C/
Included In FLAIR Retained Earnings Unreserved

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Aircraft Operations

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
			There are no issues or findings to report for Aircraft Operations.		



FISCAL YEAR 2011-12

**FEDERAL PROPERTY
ASSISTANCE**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**FEDERAL PROPERTY
ASSISTANCE**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72600200 Federal Property Assistance
Fund: 2699 Surplus Property Revolving Trust
Specific Authority: Chapter 217, F.S.
Purpose of Fees Collected: The agency administers the Federal Surplus Property Utilization Program for the State of Florida. Service charges are placed on federal property and are passed on to certified donees whereby funds are generated.

Type of Fee or Program: (Check ONE Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION	ACTUAL FY 2009 - 10	ESTIMATED FY 2010 - 11	REQUEST FY 2011 - 12
Receipts:			
Service Charges - Fed. Surp. Property	300,735	282,974	282,974
U.S.Govt.Public Sale Reimbursements	45,025	49,013	49,013
Motor Vehicle Sales			
Interest Earnings	9,159	9,200	9,200
Refunds and Reimbursements	1,477		
Projected Fee Increase			
Property Transfer In			
Total Fee Collection to Line (1) - Section III	356,396	341,187	341,187

SECTION II - FULL COSTS			
Direct Costs:			
Salaries and Benefits	208,091	243,779	244,802
Other Personal Services			
Expenses	61,686	63,231	63,231
Operating Capital Outlay			
S.C.:Transfer to Fixed Capital Outlay	-		
S.C.:Contracted Services	1,239	6,379	6,379
S.C.:Risk Management Insurance	1,185	2,349	2,349
HR Statewide Contract	1,854	1,921	1,921
Data Processing Services/SSRC	8	4,804	4,804
Indirect Costs Charged to Trust Fund:			
TR to 2021-Admin.Assess.Fee	31,062	26,749	30,761
Cert Forward A Reversions @ 9/30/2009	(121)	-	
Cert Forward Reversions @ 9/30/2010			
Comp Leave Liability in Beg Bal	(4,698)		
Reserve for Pay Package			-
Total Full Costs to Line (2) - Section III	300,306	349,212	354,247

Basis Used: Accrual

SECTION III - SUMMARY			
TOTAL SECTION I	(A)	356,396	341,187
TOTAL SECTION II	(B)	300,306	354,247
TOTAL - Surplus/Deficit	(C)	56,090	(8,025)

EXPLANATION:
 Negative Balances are offset by Cash Balance carried forward (see Schedule I)

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	SURPLUS PROPERTY REVOLVING TRUST
LAS/PBS Fund Number:	FEDERAL PROPERTY ASSISTANCE (72600200)
	2699

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	13,553.8 (A)		13,554
ADD: Other Cash (See Instructions)	150 (B)		150
ADD: Investments	423,075 (C)		423,075
ADD: Outstanding Accounts Receivable	57,220 (D)	0	57,220
ADD:			-
Total Cash plus Accounts Receivable	493,998 (F)	0	493,998
LESS Allowances for Uncollectibles			-
LESS Approved "A" Certified Forwards	5,296 (H)		5,296
Approved "B" Certified Forwards	0 (H)		-
Approved "FCO" Certified Forwards			-
LESS: Other Accounts Payable (Non Operating)	38 (I)		38
LESS: <u>Other Accounts Payable</u>			-
Unreserved Fund Balance, 07/01/10	488,664 (K)	0	488,664 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: Surplus Property Revolving Trust Fund
LAS/PBS Fund Number: 2699

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 (A)

Add/Subtract:

Property Value Recorded In FLAIR As Assets/Not Recorded On Schedule 1C. General Ledger Code 53600 Overstated and General Ledger Code 53900 Understated (B)

Certified Forward Bs Included On Schedule 1C/
Not Included In FLAIR Retained Earnings Unreserved

Compensated Absences Liability recorded In FLAIR As A Liability/
Not Recorded On Schedule 1C

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2008 (C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Federal Property Assistance

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
			There are no issues or findings to report for Federal Property Assistance.		



FISCAL YEAR 2011-12

**MOTOR VEHICLE AND
WATERCRAFT
MANAGEMENT**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**MOTOR VEHICLE AND
WATERCRAFT
MANAGEMENT**

SCHEDULE I SERIES

SCHEDULE 1A:DETAIL OF FEE COLLECTION & RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72600300 Motor Vehicle/Watercraft Management
Fund: 2510 Operating Trust
Specific Authority: 2006-79, Laws of Florida
Purpose of Fees Collected: For maintenance of EMIS

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION	ACTUAL	ESTIMATED	REQUEST	
	FY 2009-10	FY 2010-11	FY 2011-12	
Receipts:				
Equipment Mgmt.Report Fees	529,844	529,844	529,844	
Security/Escrow Deposits	3,248,170	3,250,000	3,250,000	
Interest Earnings	6,770	6,000	5,700	
Refunds	2			
Total Fee Collection to Line (1) - Section III	3,784,786	3,785,844	3,785,544	

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits	616,395	576,650	578,273
Other Personal Services			
Expenses	71,960	140,521	106,421
Operating Capital Outlay			
S.C.:Pay/Exp/Sale Agency Vehicles	535,819	750,000	750,000
S.C.:Contracted Services	4,915	232	4,332
S.C.:Risk Management Insurance	865	1,984	1,984
HR Statewide Contract	3,340	3,460	3,460
Data Processing Svcs-SSRC	337,654	296,861	296,861

Indirect Costs Charged to Trust Fund:

Transfer to GR-8% Srvc Charge	542	480	456
Transfer Vehicle Auction Sales Proceed	2,682,821	2,402,500	2,402,500
Transfer to 2021-Admin.Assess.Fee	100,192	76,047	87,454
TR from 72600400-2510	(375,000)	(375,000)	(375,000)
Current Compensated Leave Liability	(13,991)	-	-
5% Trust Fund Reserve			300
A/P not Certified Forward	(21,002)		-
Cert Forward Reversions @ 9/30/2010	-	(4,543)	

Total Full Costs to Line (2) - Section III	3,944,510	3,869,192	3,857,041
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Basis Used

SECTION III - SUMMARY

TOTAL SECTION I	(A)	3,784,786	3,785,844	3,785,544
TOTAL SECTION II	(B)	3,944,510	3,869,192	3,857,041
TOTAL - Surplus/Deficit	(C)	(159,724)	(83,348)	(71,497)

EXPLANATION:

Negative balances are offset by cash balance carried forward (See Schedule I)

See 2339 for Actual FY 2005-06 and Estimated FY 2006-07 Information

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	OPERATING TRUST FUND
LAS/PBS Fund Number:	MOTOR VEHICLE & WATERCRAFT MANAGEMENT (72600300)
	2510

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	36,964	(A)			36,964
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments	329,237	(C)			329,237
ADD: Outstanding Accounts Receivable	58,973	(D)			58,973
ADD:		(E)			0
Total Cash plus Accounts Receivable	425,174	(F)			425,174
LESS Allowances for Uncollectibles		(G)			0
LESS Approved "A" Certified Forwards	53,228	(H)			53,228
Approved "B" Certified Forwards	0	(H)			0
Approved "FCO" Certified Forwards		(H)			0
LESS: Other Accounts Payable (Non Operating)	212,553	(I)			212,553
LESS: <u>Other Accounts Payable</u>		(J)			0
Unreserved Fund Balance, 07/01/10	159,392	(K)			159,392**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2010 - 2011

Department Title:	720000 MANAGEMENT SERVICES
Trust Fund Title:	Motor Vehicle & Watercraft Management Grants & Donations
LAS/PBS Fund Number:	2510

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10	42,301.00 (A)
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Add/Subtract:

Compensated Leave Liability in FLAIR Not on Schedule 1C	118,074.00 (B)
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Certified Forward B recored on Schedule 1C Not Recorded in FLAIR	
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Accounts Payable Not Certified Forward in FLAIR Not Recorded On Schedule 1C	
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Other Adjustment(s):

Statewide Post Closing adjustment to Accounts Payables	(983.00) (C)
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ADJUSTED BEGINNING TRIAL BALANCE:	159,392 (D)
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UNRESERVED FUND BALANCE, SCHEDULE IC	159,392 (E)
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DIFFERENCE:	0 (F)*
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***SHOULD EQUAL ZERO.**

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: State Fleet Management

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
			There are no issues or findings to report for State Fleet Management.		



FISCAL YEAR 2011-12

**PURCHASING
OVERSIGHT**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**PURCHASING
OVERSIGHT**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011 - 12
Program: 72600400 Purchasing Oversight
Fund: 2510 Operating Trust

Specific Authority: 2006-79, Laws of Florida
Purpose of Fees Collected: To cover the projected administrative and project service costs of the on-line procurement systems.

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
<u>SECTION I - FEE COLLECTION</u>	ACTUAL	ESTIMATED	REQUEST	
	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12	
<u>Receipts:</u>				
State Term Contract Vendor User Fees	20,833,217	19,500,000	19,500,000	
Pride	21,750	43,500	43,500	
Refunds	11,740			
State Purchasing Card Transaction Fee	4,460,243	4,100,000	4,100,000	
Interest Earnings - Purchasing	76,384	75,000	75,000	
Interest Earnings - PPM	114,123	145,000	165,000	
Restitution - PPM	2,145			
TR From DOC for Major Repairs - PPM	1,070,704	1,442,496	1,546,928	
<u>Total Fee Collection to Line (1) - Section</u>	26,590,306	25,305,996	25,430,428	

SECTION II - FULL COSTS

<u>Direct Costs:</u>			
Salaries and Benefits	3,180,637	2,955,067	2,962,646
Other Personal Services	15,577	35,000	35,000
Expenses	410,298	399,904	399,904
Operating Capital Outlay	5,043	25,859	25,859
Sp.Cat.:Risk Management Insurance	7,148	12,203	12,203
Sp. Cat.: Web-Based E-Proc System	14,800,000	14,800,000	14,800,000
HR Statewide Contract	18,183	17,293	17,293
Private Prison-Maint/Repair	655,661	959,588	959,588
Contracted Services	84,956	91,267	91,267
Legal Services	2,441	120,000	120,000
Project Mgmt Prof Training	245,625	250,000	250,000
Data Processing Services - SSRC	417,876	1,069,473	1,069,473

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011 - 12
Program: 72600400 Purchasing Oversight
Fund: 2510 Operating Trust

Specific Authority: 2006-79, Laws of Florida
Purpose of Fees Collected: To cover the projected administrative and project service costs of the on-line procurement systems.

	(2) ACTUAL FY 2009 - 10	(3) ESTIMATED FY 2010 - 11	(4) REQUEST FY 2011 - 12
<u>Indirect Costs Charged to Trust Fund</u>			
TR to GR-8% Srvs Chrg (PO)	6,111	6,000	6,000
TR to GR-8% Srvs Chrg (PPM)	9,130	11,600	13,200
Transfer to 2021-Admin.Assess. Fee	472,280	472,280	519,508
Refunds - State Revenues			
Refunds- Non-State Revenues.	76,822		
Cert Forward A Reversions @ 9/30/200	(35)		
TR to 72600300-2510	375,000	375,000	375,000
TR to 72600500-2510	874,473	899,354	910,852
Transfer to Police & Firefighters TF	478,587		
Cert Forward Reversions @ 9/30/2010	-	(10,943)	
Leave Liability in CFO Beg Bal	(132,278)		
5% Trust Fund Reserve			1,218,330
5% Trust Fund Reserve - PPM			78,795
Reserve for Pay Package			-
<u>Total Full Costs to Line (2) - Section III</u>	22,003,535	22,488,945	23,864,918

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	26,590,306	25,305,996	25,430,428
TOTAL SECTION II	(B)	22,003,535	22,488,945	23,864,918
TOTAL - Surplus/Deficit	(C)	4,586,771	2,817,051	1,565,510

EXPLANATION:

Special Cat: Private Prison - Maint & Repairs in PC 1206. All other amounts in PC 1601.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	OPERATING TRUST FUND
LAS/PBS Fund Number:	PURCHASING OVERSIGHT/PRIVATE PRISONS MONITORING (7260040)
	2510

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	275,556 (A)		275,556
ADD: Other Cash (See Instructions)			0
ADD: Investments	10,330,808 (C)		10,330,808
ADD: Outstanding Accounts Receivable	202,955 (D)		202,955
ADD:			0
Total Cash plus Accounts Receivable	10,809,319 (F)		10,809,319
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards	1,399,717 (H)		1,399,717
Approved "B" Certified Forwards	14,469 (H)		14,469
Approved "FCO" Certified Forwards			0
LESS: Other Accounts Payable (Non Operating)	5,848 (I)		5,848
LESS: <u>Other Accounts Payable</u>	0 (J)		0
Unreserved Fund Balance, 07/01/10	9,389,285 (K)		9,389,285 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: Purchasing Oversight Operating Trust Fund
LAS/PBS Fund Number: 2510

BEGINNING TRIAL BALANCE:

510069 Unreserved Fund Balance Per Trial Balance, 07-01-1 (A)
510111 Unreserved Fund Balance Per Trial Balance, 07-01-1 (A)

Add/Subtract:

Compensated Absences Liability recorded In FLAIR As A Liability/
Not Recorded On Schedule 1C

2008/2009 Accounts Payables not Certified Forward
was not removed and was Certified Forward @ 6/30/2010

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Private Prisons

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
			There are no issues or findings to report for Private Prisons.		

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: State Purchasing

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
<p>Auditor General Report 2010-188</p> <p>No.</p> <p>Dated: 4/15/2010</p>	<p>06/30/2010</p>	<p>State Purchasing/MFMP</p>	<p><u>MyFloridaMarketPlace – Information Technology Operational</u></p> <p>Finding: Background Checks</p> <p>As similarly noted in prior audit reports, most recently our report No. 2007- 076, the Department had no documentation to demonstrate that background checks were performed for Accenture employees working on MyFloridaMarketPlace (MFMP).</p> <p>Recommendation: The Department should ensure that background checks are performed for all Accenture employees working on MFMP. Additionally, the Department should obtain and review documentation of the performance and results of the background checks.</p>	<p>Concur: The Department concurs with the recommendation. On January 21, 2010 the Department made modifications to its Quarterly Access Review process to address the recommendation. The process includes recording in a memo, which is signed by the MFMP Operations Manager and the Accenture Project Director a formal certification that background screening checks have been completed for all Accenture employees who are working on MFMP during that quarter.</p> <p>The Department has also succeeded in obtaining and reviewing Level 2 Background Security checks for Accenture employees that require access to the Southwood Shared Resource Center (SSRC).</p> <p>The Department intends to provide for Level 2 Background Security Checks for all Service Provider employees in the new</p>	

				<p>Invitation to Negotiate (ITN) that is anticipated to be issued in September 2010.</p> <p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>	
			<p>Finding: Management of Access Privileges – Superuser account</p> <p>As similarly noted in our report No. 2007-076, some Accenture employees working on MFMP had excessive access privileges in MFMP.</p> <p>Recommendation: The Department should remove all unnecessary functions from the superuser account and analyze the need of the Accenture employees who have access privileges to the account. Where possible, employees should be assigned a unique user ID. Additionally, the Department should request an enhancement to the Ariba software to provide the ability to appropriately configure access privileges. The Department should also monitor the use of the superuser account.</p>	<p>Concur: The Department concurs with the recommendation. On September 17, 2009 the Department reviewed the need of the Accenture employees having access privileges. Accenture employees still have access to the superuser account; however, several controls have been put in place to mitigate the risk associated with this account:</p> <ul style="list-style-type: none"> • Mandatory password changes for all Accenture staff were implemented; • Security Awareness training was communicated to Accenture staff on the importance of password complexity and protection; • On October 31, 2009 a software code change was implemented that prevents employees from installing a password that matches the user name; • Monitoring of the superuser account has been included as part of the Quarterly Access Review process effective January 21, 2010. <p>Unique user IDs could not be created for each employee, however each Accenture staff member selected a unique password</p>	

				<p>for access to the superuser account. On March 30, 2010 a formal Change Request (CR) was filed by Accenture with Ariba to request an enhancement to the Ariba software to provide the ability to appropriately configure access privileges.</p> <p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>	
			<p>Finding: Management of Access Privileges – Timely Removal of Access Privileges</p> <p>Access privileges for one reassigned Accenture employee had not been fully inactivated in a timely manner. A similar finding was noted in our report No. 2007-076.</p> <p>Recommendation: The Department should ensure that MFMP application access privileges of reassigned Accenture employees are removed in a timely manner.</p>	<p>Concur: The Department concurs with the recommendation. On January 21, 2010, the Department made modifications to its Quarterly Access Review process when an employee has departed or been reassigned. The application access privileges are reviewed for all reassigned or departed employees within the quarter under review.</p> <p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>	
			<p>Finding: Access Records Retention</p> <p>Contrary to the requirements of the Department of State General Records Schedule for retention of network access control records, the Department’s practice was to physically delete network access accounts within 30 to 60 days after the accounts were disabled.</p>		

			<p>Recommendation: The Department should monitor its compliance with the Department of State's General Records Schedule with regard to the retention of access control records.</p>	<p>Concur: The Department concurs with the recommendation. DMS instructed Departmental IT to keep Local Area Network domain accounts for one year after the separation of an employee or contractor. This was implemented March 1, 2010. DMS will continue to monitor compliance with the Department of State's General Records Schedule with regard to the retention of access control records.</p> <p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>
			<p>Finding: MFMP Data Integrity</p> <p>As similarly noted in our report No. 2007-076, some data integrity issues regarding vendor information and purchase order dates existed within MFMP.</p> <p>Recommendation: The Department should take action regarding the issues described above to enhance the integrity of MFMP data.</p>	<p>Concur: The Department concurs with the recommendation. The Department has taken the following corrective action to enhance the integrity of the MFMP data:</p> <ul style="list-style-type: none"> • Log and implement a CR to retain historical vendor information; • Implement a CR to include appropriate edits on start and end dates on the PO. <p>The Department advised its MFMP Change Review Board (CRB) of its intent to correct audit findings as enterprise CRs at its March 25, 2010 CRB meeting. The Department is proceeding to develop cost estimates to implement CRs required to correct audit findings and should have a cost estimate no later than July 1, 2010. Once a cost estimate is available the Department will determine whether to implement the CR in the near future or during the upcoming Ariba upgrade. The</p>

				<p>MFMP Ariba Buyer Upgrade is scheduled to be implemented no later than September 2011.</p> <p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>	
			<p>Finding: Certain Department security and application controls in the areas of safeguarding social security numbers, authenticating system users, and logging system activity needed improvement. Our prior audit reports on MFMP have included some of the same issues.</p> <p>Recommendation: The Department should implement the appropriate security and application controls in the areas of safeguarding social security numbers, authenticating system users, and logging system activity to ensure the continued confidentiality, integrity, and availability of Department data and IT resources.</p>	<p>Concur: The Department concurs with this recommendation. The Department advised its MFMP CRB members of its intent to correct audit findings as enterprise CRs at its March 25, 2010 CRB meeting. The Department is proceeding to develop cost estimates to implement CRs required to correct audit findings and should have a cost estimate no later than July 1, 2010. Once a cost estimate is available the Department will determine whether to implement the CR in the near future or during the upcoming Ariba upgrade. The MFMP Ariba Buyer Upgrade is scheduled to be implemented no later than September 2011.</p> <p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>	



FISCAL YEAR 2011-12

**OFFICE OF SUPPLIER
DIVERSITY**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**OFFICE OF SUPPLIER
DIVERSITY**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEES AND RELATED PROGRAM COSTS

Department: 72 MANAGEMENT SERVICE; **Budget Period:** 2011 - 12
Program: 72600500 OFFICE OF SUPPLIER DIVERSITY
Fund: 2510 Operating Trust
Specific Authority: 2006-79, Laws of Florida
Purpose of Fees Collected: To cover the projected administrative and project service costs of the on-line procurement systems. Provides for entering into contracts with contractors for the designing, financing, acquiring, leasing, constructing and operating of private correctional facilities.

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
<u>SECTION I - FEE COLLECTION</u>		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
<u>Receipts:</u>				
Reimbursements				
Total Fee Collection to Line (A) - Section III		-	-	-

SECTION II - FULL COSTS

<u>Direct Costs:</u>				
Salaries and Benefits		596,159	315,984	317,274
Other Personal Services			-	-
Expenses		122,910	33,399	33,399
Operating Capital Outlay		-		
Sp.Cat.:Contracted Services		16,828	34,170	34,170
Sp.Cat.:Risk Management Insurance		2,835	3,177	3,177
HR Statewide Contract		3,981	4,125	4,125
Data Processing Services-SSRC		20,508	24,412	24,412
<u>Indirect Costs Charged to Trust Fund:</u>				
TR to 2021-Admin.Assess.Fee		77,484	69,718	80,176
TR to Police & Firefighters TF		33,767	-	-
TR from 72600400-2510		(874,473)	484,654	496,733
Cert Forward Reversions @ 9/30/2010			(331)	
Reserve for Pay Package				
Total Full Costs to Line (B) - Section III		(1)	969,308	993,466

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	-	-	-
TOTAL SECTION II	(B)	(1)	969,308	993,466
TOTAL - Surplus/Deficit	(C)	1	(969,308)	(993,466)

EXPLANATION:

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	OPERATING TRUST FUND
LAS/PBS Fund Number:	OFFICE OF SUPPLIER DIVERSITY (72600500)
	2510

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	12,892 (A)		12,892
ADD: Other Cash (See Instructions)			0
ADD: Investments			0
ADD: Outstanding Accounts Receivable			0
ADD:			0
Total Cash plus Accounts Receivable	12,892 (F)		12,892
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards	12,892 (H)		12,892
Approved "B" Certified Forwards			0
Approved "FCO" Certified Forwards			0
LESS: Other Accounts Payable (Non Operating)			0
LESS: <u>Other Accounts Payable</u>			0
Unreserved Fund Balance, 07/01/10	0 (K)		0 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Office of Supplier Diversity

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
			There are no issues or findings to report for Office of Supplier Diversity.		



FISCAL YEAR 2011-12

**HUMAN RESOURCE
MANAGEMENT**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**HUMAN RESOURCE
MANAGEMENT**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72750100 Human Resource Management
Fund: 2510 Operating Trust
Specific Authority: 2006-79, Laws of Florida
Purpose of Fees Collected: For training purposes and to record deposit of federal grant dollars.

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Receipts:				
Federal Grant				
Goods and Services			107,426	107,426
Interest Earnings				-
Reimbursements		-		
Total Fee Collection to Line (1) - Section III		-	107,426	107,426

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits				
Other Personal Services				
Expenses		-	107,426	107,426
Operating Capital Outlay				

Indirect Costs Charged to Trust Fund:

Service Charge to GR - 8%				
Cert Forward Reversions				
5% Trust Fund Reserve				5,371
Total Full Costs to Line (2) - Section III		-	107,426	112,797

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	-	107,426	107,426
TOTAL SECTION II	(B)	-	107,426	112,797
TOTAL - Surplus/Deficit	(C)	-	-	(5,371)

EXPLANATION:

See 2339 for Actual FY 2005-06 and Estimated FY 2006-07 Information

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72750100 Human Resource Management
Fund: 2678 State Personnel System Trust
Specific Authority: Section 110.125, F.S.
Purpose of Fees Collected: To maintain and administer the Personnel Program

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

(1) SECTION I - FEE COLLECTION	(2) ACTUAL FY 2008 - 09	(3) ESTIMATED FY 2009 - 10	(4) REQUEST FY 2010 - 11
Receipts:			
SEE ATTACHED LISTING			
Total Fee Collection to Line (1) - Section III	49,252,890	43,430,527	43,420,527

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits	3,331,094	3,333,642	3,339,124
Other Personal Services		10,000	10,000
Expenses	244,210	327,607	327,607
Operating Capital Outlay	1,233	5,000	5,000
Sp.Cat.:Contracted Services	36,060	45,151	45,151
Sp.Cat.:Risk Management Insurance	17,312	82,177	82,177
St. Emp. Charitable Campaign	34,650		
TR DMS/Human Res SVC	16,214	16,799	16,799
HR Statewide Contract	42,278,424	39,903,424	38,195,091
Legal Services	70,534	165,000	165,000
Deferred Payments Contract	6,282		
Data Processing Services-SSRC	61,415	43,657	43,657

Indirect Costs Charged to Trust Fund:

TR to GR- 8% Srvc Chrg	11,607	11,200	10,400
TR to 2021 - Admin. Assess. Fee	911,113	622,735	716,145
Refunds	297		
Cert.Forward A Reversions @ 9/30/200	(3,396)		
Cert Forward Reversions @ 9/30/2010	-	(378)	
Reserve for Pay Package			-
Total Full Costs to Line (2) - Section III	47,017,049	44,566,014	42,956,151

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	49,252,890	43,430,527	43,420,527
TOTAL SECTION II	(B)	47,017,049	44,566,014	42,956,151
TOTAL - Surplus/Deficit	(C)	2,235,841	(1,135,487)	464,376

EXPLANATION:

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: Management Services **Budget Period:** 2011-12
Program: Human Resource Management (72750100)
Fund: State Personnel System Trust (2678)

Specific Authority: Section 110.125, F.S.
Purpose of Fees Collected: To maintain and administer the Personnel Program

(1)	(2)	(3)	(4)
<u>SECTION I - FEE COLLECTION</u>	ACTUAL	ESTIMATED	REQUEST
	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
<u>Receipts:</u>			
TR from Agencies/HR Svcs Assessmen	49,063,832	43,290,527	43,290,527
Interest Earnings	145,389	140,000	130,000
Cert. Forward Reversions @ 9/30/2008			
Refunds and Reimbursements	43,669		
Miscellaneous			
Total Fee Collection to Line (1) - Section III	49,252,890	43,430,527	43,420,527

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	OPERATING TRUST FUND
LAS/PBS Fund Number:	HUMAN RESOURCE MANAGEMENT - ADA (72750100)
	2510

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	14,551	(A)			14,551
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments	0	(C)			0
ADD: Outstanding Accounts Receivable		(D)			0
ADD:		(E)			0
Total Cash plus Accounts Receivable	14,551	(F)	0		14,551
LESS Allowances for Uncollectibles		(G)			0
LESS Approved "A" Certified Forwards		(H)			0
Approved "B" Certified Forwards		(H)			0
Approved "FCO" Certified Forwards		(H)			0
LESS: Other Accounts Payable (Non Operating)		(I)			0
LESS: <u>Other Accounts Payable</u>		(J)			0
Unreserved Fund Balance, 07/01/10	14,551	(K)			14,551**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	STATE PERSONNEL SYSTEM TRUST
LAS/PBS Fund Number:	HUMAN RESOURCE MANAGEMENT (72750100)
	2678

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	5,166,992	(A)			5,166,992
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments	4,339,482	(C)			4,339,482
ADD: Outstanding Accounts Receivable	10,880	(D)			10,880
ADD:		(E)			
Total Cash plus Accounts Receivable	9,517,354	(F)	0		9,517,354
LESS Allowances for Uncollectibles		(G)			0
LESS Approved "A" Certified Forwards	3,442,399	(H)			3,442,399
Approved "B" Certified Forwards	0	(H)			0
Approved "FCO" Certified Forwards		(H)			0
LESS: Other Accounts Payable (Non Operating)	2,553	(I)			2,553
LESS: <u>Other Accounts Payable</u>		(J)			0
Unreserved Fund Balance, 07/01/10	6,072,401	(K)	0		6,072,401 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 72000 MANAGEMENT SERVICES
Trust Fund Title: Governor's Commission on Disabilities Operating TF
LAS/PBS Fund Number: 2510

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 (A)

Add/Subtract:

Compensated Leave Liability in FLAIR
Not on Schedule 1C (B)

Certified Forward B recored on Schedule 1C
Not Recorded in FLAIR

Other Adjustment(s):

Statewide Post Closing adjustment to Accounts Receivable (C)

(C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

Office of Policy and Budget - July, 2008

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: State Personnel Systems Trust Fund
LAS/PBS Fund Number: 2678

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 (A)

Add/Subtract:

Compensated Absences Liability recorded In FLAIR As A Liability/
Not Recorded On Schedule 1C

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)

(C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Governor's Commission on Disabilities

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
			There are no issues or findings to report for Governor's Commission on Disabilities.		

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Human Resource Management

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
			There are no issues or findings to report for Human Resource Management.		



FISCAL YEAR 2011-12

**INSURANCE BENEFITS
ADMINISTRATION**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**INSURANCE BENEFITS
ADMINISTRATION**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period: 2011-12**
Budget Entity: 72750200 Insurance Benefits Administration
Fund: 2570 Pretax Benefits Trust
Specific Authority: 110.161, F.S.
Purpose of Fees Collected: Employee Benefits Plan

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II .)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

(1) SECTION I - FEE COLLECTION	(2) ACTUAL FY 2009 - 10	(3) ESTIMATED FY 2010 - 11	(4) REQUEST FY 2011 - 12
Receipts:			
Employee Contributions	25,396,285	25,500,000	25,500,000
Savings	18,760,439	18,800,000	18,700,000
Interest Earnings	441,852	442,000	442,000
Supplemental Plan Premiums	62,757,964	64,000,000	64,000,000
Refunds	118		
Penalties	12,500		
Total Fee Collection to Line (1) - Section III	107,369,158	108,742,000	108,642,000

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits	408,657	428,282	429,301
Other Personal Services	-	2,500	2,500
Expenses	22,480	80,627	80,627
Operating Capital Outlay		10,000	10,000
Sp.Cat.:Risk Management Insurance	6,397	2,971	2,971
HR Statewide Contract	4,810	4,984	4,984
Contracted Services	328,090	348,505	348,505
Data Processing Services - SSRC		38,399	38,399

Indirect Costs Charged to Trust Fund:

TR to Health Fund-2668	17,896,200	18,100,000	18,000,000
Reimbursement of Claims	25,183,127	24,500,000	24,500,000
Payment of Premiums	63,095,674	64,000,000	64,000,000
Refunds	366,574		
Employer/Employee Adjustments	1,661		
TR to 2021-Admin.Assess.Fee	120,884	211,718	243,476
CF B Paid in FY 2009/10	66,291		
Cert Forward Reversions @ 9/30/2010		(78,623)	
Reserve for Pay Package			-
Total Full Costs to Line (2) - Section III	107,500,845	107,649,364	107,660,763

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	107,369,158	108,742,000	108,642,000
TOTAL SECTION II	(B)	107,500,845	107,649,364	107,660,763
TOTAL - Surplus/Deficit	(C)	(131,687)	1,092,637	981,237

EXPLANATION:

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period: 2011-12**
Program: 72750200 Insurance Benefits Administration
Fund: 2667 State Employees Life Insurance Trust
Specific Authority: 110.123, F.S.
Purpose of Fees Collected: Employee Benefits Plan

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II .)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Receipts:				
Contributions		34,798,127	28,800,000	26,500,000
Interest Earnings		99,910	95,000	95,000
Proposed Premium Increase				1,700,000
Miscellaneous		170		
Refund from Prudential		665,010	-	
Transfer In From Disability Trust Fund		1,400,000		
Total Fee Collection to Line (1) - Section III		36,963,217	28,895,000	28,295,000

SECTION II - FULL COSTS

Direct Costs:				
Salaries and Benefits		-	20,964	21,014
Expenses		-	3,484	3,484
Sp.Cat.:Risk Management Insurance		1,113	517	517
TR/DMS/HR Svcs/STWD Contract		336	348	348
Data Processing Services - SSRC			8,099	8,099
Indirect Costs Charged to Trust Fund:				
Refunds		66,626	-	-
Adj.to Employee/Employer Contrib.		1,062	-	-
Payment of Premiums		37,382,880	32,000,000	26,000,000
TR to 2021-Admin.Assess.Fee		19,157	14,675	16,876
Certified Forward Reversions		-		
July Premiums paid in June/Covers Deficit		-	(2,226,152)	2,226,152
Reserve for Pay Package			-	-
Total Full Costs to Line (2) - Section III		37,471,174	29,821,935	28,276,490

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	36,963,217	28,895,000	28,295,000
TOTAL SECTION II	(B)	37,471,174	29,821,935	28,276,490
TOTAL - Surplus/Deficit	(C)	(507,957)	(926,935)	18,510

EXPLANATION:

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72750200 Insurance Benefits Administration
Fund: 2668 State Employees Health Insurance Trust
Specific Authority: 110.123, F.S.
Purpose of Fees Collected: Employee Benefits Plan

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

(1) SECTION I - FEE COLLECTION	(2) ACTUAL FY 2009 - 10	(3) ESTIMATED FY 2010 - 11	(4) REQUEST FY 2011 - 12
Receipts: SEE ATTACHED LISTING			
Total Fee Collection to Line (1) - Section III	1,770,021,071	1,917,300,000	2,128,600,000

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits	1,275,120	1,323,718	1,326,867
Other Personal Services	469	2,500	2,500
Expenses	212,482	436,894	349,894
Operating Capital Outlay	2,199	10,000	10,000
Sp.Cat.:TR to Div.of Admin.Hearings	16,304	24,243	24,243
Sp.Cat.:ASO Contract/Health Ins.	20,085,519	20,100,000	20,100,000
Sp.Cat.:Prescription Drug Claims Ad.	272,684	336,000	319,200
Sp.Cat.: Risk Management Insurance	19,746	9,170	9,170
Sp.Cat.: Contracted Services	445,349	411,482	498,482
Contracted Legal Services	14,841	25,000	25,000
Pymt Employer/HSA Custodian	566,564	786,443	786,443
Deferred-Pay Com Contracts	4,174	-	
HR Statewide Contract	12,372	12,818	12,818
Sp.Cat.: Contracted Bank Services	59,554	60,580	44,000
Data Processing Services-SSRC	75,661	96,464	96,464

Indirect Costs Charged to Trust Fund:

Payments to Health Maint. Orgs.	903,607,941	997,200,000	1,109,600,000
TR to Health Claims Bank Account	868,430,424	891,600,000	954,300,000
Pymt of Participant to HSA Custodian Refunds	814,480	800,000	800,000
Adj. to E/E Contributions	3,301,863		
Refunds - PAP Payments	77,509		
TR to 2021-Admin.Assess.Fee	256		
Reserve for Pay Package	372,172	206,849	237,876
CF B Paid not in Beg Bal			-
Cert Forward Reversions @ 9/30/2010	69,140		
July Premiums paid in June/Covers Deficit	-	(182,405)	
	(40,850,000)	-	40,850,000

Total Full Costs to Line (2) - Section III	1,758,886,823	1,913,259,757	2,129,392,957
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Basis Used: Accrual

TR to Health Claims Bank Account

SECTION III - SUMMARY

TOTAL SECTION I	(A)	1,770,021,071	1,917,300,000	2,128,600,000
TOTAL SECTION II	(B)	1,758,886,823	1,913,259,757	2,129,392,957
TOTAL - Surplus/Deficit	(C)	11,134,248	4,040,244	(792,957)

EXPLANATION:

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: Management Services **Budget Period: 2011-12**
Program: Insurance Benefits Administration (72750200)
Fund: State Employees Health Insurance Trust (2668)

Specific Authority: 110.123, F.S.
Purpose of Fees Collected: Employee Benefits Plan

(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION	ACTUAL FY 2009 - 10	ESTIMATED FY 2010 - 11	REQUEST FY 2011 - 12
Receipts:			
Employee/Employer Contributions	1,694,590,459	1,636,800,000	1,631,900,000
Health Saving Account Employer Contributions		600,000	600,000
Contributions-Medicare Part D Subsidy	20,077,970	21,200,000	22,800,000
Interest Earnings	3,667,794	3,400,000	2,100,000
Reimbursements & Refunds (TPA & PBM)	33,783,948	30,000,000	30,900,000
Non-Employee Contributions		207,200,000	217,600,000
Prior Year Warrant Cancellations & Misc	4,700		
Transfer from 72750200-2570	17,896,200	18,100,000	18,000,000
Proposed Premium Increases			204,700,000
Total Fee Collection to Line (1) - Section III	1,770,021,071	1,917,300,000	2,128,600,000

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72750200 Insurance Benefits Administration
Fund: 2671 State Employees Disability Insurance Trust
Specific Authority: 110.123, F.S.
Purpose of Fees Collected: Employee Benefits Plan

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
<u>SECTION I - FEE COLLECTION</u>		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
<u>Receipts:</u>				
Contributions		549,866	560,000	560,000
Interest Earnings		45,170	45,000	45,000
Refunds		826		
Total Fee Collection to Line (1) - Section III		595,862	605,000	605,000

SECTION II - FULL COSTS

<u>Direct Costs:</u>				
Salaries and Benefits		24,880	27,438	27,503
Other Personal Services				
Expenses			5,375	5,375
HR Statewide Contract		160	166	166
Sp.Cat.:Risk Management Insurance		555	258	258
Data Processing Services-SSRC			15,006	15,006
<u>Indirect Costs Charged to Trust Fund:</u>				
Refunds		362		
Employee/Employer Adjustments		-	-	-
Payment of Claims		320,399	520,000	520,000
TR to 2021-Admin.Assess.Fee		2,525	1,805	2,076
Post Closing Adj.by Statewide Fin.		-		
TR to 72750200-2667		1,400,000	-	
Reserve for Pay Package			-	-
Total Full Costs to Line (2) - Section III		1,748,881	570,048	570,384

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	595,862	605,000	605,000
TOTAL SECTION II	(B)	1,748,881	570,048	570,384
TOTAL - Surplus/Deficit	(C)	(1,153,019)	34,952	34,616

EXPLANATION:

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72750200 Insurance Benefits Administration
Fund: 2667 State Employee Life Insurance

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Contributions	927,325	390	4,471,204
TOTALS*	927,325	390	4,471,204

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72750200 Insurance Benefits Administration
Fund: 2668 State Employee Health Insurance Trust

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Employee/Employer Contributions	45,837	4,086,081	84,993,124
TOTALS*	45,837	4,086,081	84,993,124

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72750200 Insurance Benefits Administration
Fund: 2671 State Employee's Disability Insurance Trust

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Contributions	1,964,287	1,999,239	2,033,855
<u>FUNDING SOURCE-NON-STATE</u>			
TOTALS*	1,964,287	1,999,239	2,033,855

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	PRETAX BENEFITS TRUST
LAS/PBS Fund Number:	INSURANCE BENEFITS ADMINISTRATION (72750200)
	2570

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	1,032,973	(A)			1,032,973
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments	12,110,448	(C)			12,110,448
ADD: Outstanding Accounts Receivable	1,476,570	(D)	253,800		1,730,370
ADD: <u>2008/2009 Premiums</u>		(E)			0
Total Cash plus Accounts Receivable	14,619,990	(F)			14,873,790
LESS Allowances for Uncollectibles		(G)			0
LESS Approved "A" Certified Forwards	6,832	(H)			6,832
Approved "B" Certified Forwards	253,800	(H)			253,800
LESS: Other Accounts Payable (Non-Operating)	5,299,217	(H)	-		5,299,217
LESS: <u>Unearned Revenue</u>	9,190,544	(I)			9,190,544
LESS: Other Accounts Payable		(J)			0
Unreserved Fund Balance, 07/01/10	-130,402	(K)			123,398 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	STATE EMPLOYEE LIFE INSURANCE TRUST
LAS/PBS Fund Number:	INSURANCE BENEFITS ADMINISTRATION (72750200)
	2667

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	304,695	(A)			304,695
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments	4,372,207	(C)			4,372,207
ADD: Outstanding Accounts Receivable	9,760	(D)	0		9,760
ADD: <u>2008/2009 Premiums</u>	0	(E)			0
Total Cash plus Accounts Receivable	4,686,663	(F)			4,686,663
LESS Allowances for Uncollectibles		(G)			0
LESS Approved "A" Certified Forwards	0	(H)			0
Approved "B" Certified Forwards		(H)			0
Approved "FCO" Certified Forwards		(H)			0
LESS: Other Accounts Payable	383	(I)			383
LESS: <u>Unearned Revenue</u>	3,758,955	(J)			3,758,955
Unreserved Fund Balance, 07/01/10	927,325	(K)	0		927,325

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	STATE EMPLOYEE HEALTH INSURANCE TRUST
LAS/PBS Fund Number:	INSURANCE BENEFITS ADMINISTRATION (72750200)
	2668

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	10,681,161 (A)		10,681,161
ADD: Cash in Claims Bank Account	990,707 (B)		990,707
ADD: Investments	193,875,368 (C)		193,875,368
Total Cash and Investments, (DSGI Cash Balance)	205,547,235		205,547,235
ADD: Outstanding Accounts Receivable	14,376,282 (D)	-	14,376,282
ADD: <i>Proposed Premium Increase</i>	40,850,000 (E)		40,850,000
Total Cash, Investments and Accounts Receivable	260,773,517 (F)	0	260,773,517
LESS Allowances for Uncollectibles			-
LESS Approved "A" Certified Forwards	1,688,931 (H)		1,688,931
Approved "B" Certified Forwards	231,382 (H)		231,382
LESS: Other Accounts Payable (Non_Operating)	85,279,125 (H)	253,800	85,532,925
LESS: Other Accounts Payable			-
LESS: <u>Unearned Revenue</u>	173,274,443 (J)		173,274,443
Unreserved Fund Balance, 07/01/10	299,637 (K)	-253,800	45,837 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	STATE EMPLOYEE DISABILITY INSURANCE TRUST
LAS/PBS Fund Number:	INSURANCE BENEFITS ADMINISTRATION (72750200)
	2671

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	8,122	(A)			8,122
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments	2,016,646	(C)			2,016,646
ADD: Outstanding Accounts Receivable	4,872	(D)			4,872
Total Cash plus Accounts Receivable	2,029,640	(F)			2,029,640
LESS Allowances for Uncollectibles		(G)			0
LESS Approved "A" Certified Forwards	0	(H)			0
Approved "B" Certified Forwards		(H)			0
Approved "FCO" Certified Forwards		(H)			0
LESS: Other Accounts Payable (Non-Operating)	194	(I)			194
LESS: <u>Unearned Revenue</u>	65,159	(J)			65,159
Unreserved Fund Balance, 07/01/10	1,964,287	(K)			1,964,287 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title:	720000 MANAGEMENT SERVICES
Trust Fund Title:	State Employees Disability Insurance Trust Fund
LAS/PBS Fund Number:	2671

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 (A)

Add/Subtract:

Compensated Absences Liability Recorded In FLAIR/
Not Recorded On Schedule 1C

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)

(C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title:	720000 MANAGEMENT SERVICES
Trust Fund Title:	Pretax Benefits Trust Fund
LAS/PBS Fund Number:	2570

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10	35,393	(A)
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Add/Subtract:

Compensated Absences Liability Recorded In FLAIR / Not Recorded On Schedule 1C	88,005
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Property Value in FLAIR Not Recorded On Schedule 1C	
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Certified Forward B On Schedule 1C/Not Subtracted From FLAIR Fund Balance	(253,800)
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Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010	253,800.00	(C)
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ADJUSTED BEGINNING TRIAL BALANCE:	123,398	(D)
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UNRESERVED FUND BALANCE, SCHEDULE IC	123,398	(E)
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DIFFERENCE:	0	(F)*
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***SHOULD EQUAL ZERO.**

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: State Employees Life Insurance Trust Funds
LAS/PBS Fund Number: 2667

BEGINNING TRIAL BALANCE:

667002 Unreserved Fund Balance Per Trial Balance, 07-01-09 (A)

Add/Subtract:

2008/2009 Premium Increase on Schedule 1C only
to avoid deficit cash balance

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

Office of Policy and Budget - July, 2008

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: State Employees Health Insurance Trust Fund
LAS/PBS Fund Number: 2668

BEGINNING TRIAL BALANCE:

668003 Unreserved Fund Balance Per Trial Balance, 07-01-2010 (A)

Add/Subtract:

Proposed Premium Increase on Schedule 1C to alleviate (B)
Deficit Cash Balance @ 6/30/2010. Not in FLAIR

Certified Forward B On Schedule 1C/Not Subtracted
From FLAIR Fund Balance

Compensated Absences Liability Recorded In FLAIR/
Not Recorded On Schedule 1C

Accounts Payable not Certified Forward

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: State Group Insurance (DSGI)

Phone Number: (850) 487-9476

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
<p>Auditor General Report No. 2009-078</p> <p>Dated: 12/23/2008</p>	<p>2/28/2009</p>	<p>Division of State Group Insurance</p>	<p><u>Department of Management Services and Related Entities: Nonpublic Information Safeguards and Revenue and Cash Receipts</u></p> <p>Finding 7: Cash Collection Controls: Cash collection and processing procedures needed improvement.</p> <p>Recommendations: To adequately safeguard State moneys, the Department and related entities should enhance control procedures by addressing the deficiencies noted. Division of State Group Insurance (DSGI).</p> <ul style="list-style-type: none"> Procedures and deposit forms did not provide a method for recording restitution in FLAIR. As a result, a settlement check included in our test of ten items was erroneously recorded as a reimbursement rather than as restitution. 	<ul style="list-style-type: none"> Concur: During 2007, the division's accounting section developed Standard Office Procedures (SOP). SOP 500-34 was updated June 2008 and includes specific procedures for the handling of settlement checks. The checks are kept in the DSGI safe until they are approved for deposit by the OGC. The Chief of BFMS then provides DSGI with written instructions on the appropriate account in which to deposit the funds. Each settlement check is processed individually. Update/Open 6/23/2009: The division is in the process of updating the procedure SOP 500-51 to incorporate all management and control of cash receipts. These 	

			<ul style="list-style-type: none"> • Written procedures did not provide for checks to be restrictively endorsed when received. Generally, checks were handled by multiple staff before endorsement. • Contrary to Department policy, the employee who prepared vouchers for five of ten premium refund batches tested also received batch reports directly from contractor courier and the corresponding warrants. 	<p>procedures will be completed by August 30, 2009.</p> <ul style="list-style-type: none"> • Update/Close 2/25/2010: The Division of State Group Insurance completed SOP #500-51 in March 2009 and SOP #500-40 in August 2009 to detail the management and control of check receipts and the disbursement of post tax premium refunds. • Concur: The division will establish a new SOP requiring the employee that initially receives mail from the Post Office and the Courier to immediately restrictively endorse checks intended for DSGI. Checks delivered to DSGI in error will not be restrictively endorsed. However, all checks received by DSGI will be logged and reconciled on a monthly basis. Anticipated completion of the new SOP is December 31, 2008. • Update/Close 6/23/2009: In February 2009, the division updated SOP 500-51 to specify endorsements of checks received for DSGI. The procedures also explain what to do with checks incorrectly delivered to DSGI. All checks are logged and reconciled at the end of the month. • Concur: Warrants are received by DSGI from BFMS, not directly from a contract courier as stated. However, SOP 500-40 addresses separation of duties for activities performed by the Accounting Section staff. Management routinely meets with staff to ensure that procedures are followed as written. In addition, management will randomly monitor operations to ensure that procedures 	
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			<ul style="list-style-type: none"> • During the audit period, DSGI received recurring paper checks totaling approximately \$227.6 million from DOR and approximately \$80.2 million from the University of South Florida. 	<p>are followed.</p> <ul style="list-style-type: none"> • Update/Open 6/23/2009: SOP 500-40 – Disbursement – Post Tax Premium Refund and SOP-41 University and Non-Warrant Agency Premium Refunds are in draft to include the separation of duties regarding preparing vouchers, reviewing batches, and receiving checks. • Update/Close 2/25/2010: The Division of State Group Insurance completed SOP #500-51 in March 2009 and SOP #500-40 in August 2009 to detail the management and control of check receipts and the disbursement of post tax premium refunds. • Concur: BFMS has been coordinating with the Division of Retirement to implement a monthly payment by journal transfer rather than issuing state warrants. In addition, DSGI has provided information to the University of South Florida (USF) on several occasions about the electronic payment option and has held phone conversations with the Payroll Director to encourage its use. USF has decided at this time to not use the electronic payment option. However, the division will continue to encourage both the Division of Retirement and USF to use the journal transfer or electronic payment options. • Update/Close 6/23/2009: DSGI has contacted the University of South Florida and is continuing to work with the University to process the premiums through an eservices account. The Division of Retirement 	
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			<ul style="list-style-type: none"> • Of ten receipts tested, one check for \$138,150 was deposited 10 days beyond the statutory deadline. 	<p>has successfully received wire transfers from the University of South Florida for February, March, and April for the retirement contributions.</p> <ul style="list-style-type: none"> • Concur: The division will revise SOP 500-34 to establish a timeframe for the deposit of all checks, including those checks that require further review before deposit. Anticipated completion of this revision is December 31, 2008. • Update/Open 6/23/2009: In February 2009, the division updated Standard Office Procedure (SOP) 500-51 to include the timeframe for the deposit of all checks. • Update/Close 2/25/2010: The Division of State Group Insurance completed SOP #500-51 in March 2009 and SOP #500-40 in August 2009 to detail the management and control of check receipts and the disbursement of post tax premium refunds. 	
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FISCAL YEAR 2011-12

**RETIREMENT BENEFITS
ADMINISTRATION**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**RETIREMENT BENEFITS
ADMINISTRATION**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72750300 Retirement Benefits Administration
Fund: 2345 FRS Preservation Benefit Plan Trust
Specific Authority: 121.095, F.S.
Purpose of Fees Collected: Employee Benefits Plan

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
<u>SECTION I - FEE COLLECTION</u>		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
<u>Receipts:</u>				
Contributions		220,817	277,309	317,000
Total Fee Collection to Line (1) - Section III		220,817	277,309	317,000

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits				
Other Personal Services				
Expenses				
Operating Capital Outlay				
Pensions & Benefits				

Indirect Costs Charged to Trust Fund:

Distribution Member Benefits (311031)		181,126	317,000	317,000
Total Full Costs to Line (2) - Section III		181,126	317,000	317,000

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	220,817	277,309	317,000
TOTAL SECTION II	(B)	181,126	317,000	317,000
TOTAL - Surplus/Deficit	(C)	39,691	(39,691)	-

EXPLANATION:

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72750300 Retirement Benefits Administration
Fund: 2510 Operating Trust
Specific Authority: 121.031, F.S.
Purpose of Fees Collected: Employee Benefits Plan

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION	ACTUAL FY 2009 - 10	ESTIMATED FY 2010 - 11	REQUEST FY 2011 - 12
Receipts:			
SEE ATTACHED LISTING			
Total Fee Collection to Line (1) - Section III	17,294,045	18,093,000	18,243,000
SECTION II - FULL COSTS			
Direct Costs:			
Salaries and Benefits	9,260,371	9,867,210	9,899,657
Other Personal Services	3,546	6,029	6,029
Expenses	2,646,175	3,077,827	3,077,827
Operating Capital Outlay	105,778	161,354	161,354
Sp.Cat.:TR to DOAH	39,298	28,496	28,496
Sp.Cat.:Contracted Services	4,365,464	4,397,850	3,597,850
Sp.Cat.:Overtime	48,150	122,571	122,571
Sp.Cat.:Risk Management Insurance	65,974	66,308	66,308
Contracted Legal Services	110,378	159,872	159,872
HR Statewide Contract	66,488	68,887	68,887
Data Processing Services-SSRC	110,580	428,139	428,139
Indirect Costs Charged to Trust Fund:			
Certified Forward B Paid not in Beg Bal	200,081		
Cert Forward A Reversions @ 9/30/2010	(80,036)	-	
Cert Forward Reversions @ 9/30/2010		(344,575)	
5% Trust Fund Reserve			
Total Full Costs to Line (2) - Section III	16,942,247	18,039,968	17,616,990

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	17,294,045	18,093,000	18,243,000
TOTAL SECTION II	(B)	16,942,247	18,039,968	17,616,990
TOTAL - Surplus/Deficit	(C)	351,799	53,032	626,010

EXPLANATION:

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SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Budget Entity: 72750300 Retirement Benefits Administration
Fund: 2510 Operating Trust

Specific Authority: 121.031, F.S.
Purpose of Fees Collected: Employee Benefits Plan

(1)	(2)	(3)	(4)
<u>SECTION I - FEE COLLECTION</u>	ACTUAL	ESTIMATED	REQUEST
	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
<u>Receipts:</u>			
TR in from 72750300-2309	17,200,000	18,000,000	18,150,000
Interest Earnings	21,166	21,000	21,000
Sales - State	71,749	72,000	72,000
Refunds & Reimbursements	1,130		
Total Fee Collection to Line (1) - Section III	17,294,045	18,093,000	18,243,000

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72750300 Retirement Benefits Administration
Fund: 2517 Optional Retirement Program Trust
Specific Authority: 121.35, F.S.
Purpose of Fees Collected: Employee Benefits Plan

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION	ACTUAL FY 2009 - 10	ESTIMATED FY 2010 - 11	REQUEST FY 2011 - 12
Receipts:			
Contributions from Employers	202,496,840	202,500,000	202,500,000
Interest Earnings	64,572	65,000	65,000
Property Transfer In			
Total Fee Collection to Line (1) - Section III	202,561,412	202,565,000	202,565,000
SECTION II - FULL COSTS			
Direct Costs:			
Salaries and Benefits	138,572	140,396	140,860
Other Personal Services			
Expenses	11,618	14,133	14,133
Operating Capital Outlay	-	4,000	4,000
Sp.Cat.:Contracted Services			
Sp.Cat.:Risk Management Insurance			
HR Statewide Contract	687	712	712
Data Processing Services - SSRC			
Indirect Costs Charged to Trust Fund:			
Payments to Annuity Companies 310181	201,948,982	202,400,000	202,400,000
Refunds	11,681		-
Property Transfer Out		-	
Total Full Costs to Line (2) - Section III	202,111,540	202,559,241	202,559,705

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	202,561,412	202,565,000	202,565,000
TOTAL SECTION II	(B)	202,111,540	202,559,241	202,559,705
TOTAL - Surplus/Deficit	(C)	449,872	5,759	5,295

EXPLANATION:

Negative balances are offset by cash balances brought forward. See Schedule I

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period: 2011-12**
Program: 72750300 Retirement Benefits Administration
Fund: 2532 Municipal Police/Firemen Premium Tax Trust
Specific Authority: 175.041; 175.091; 175.101; 185.03; 185.07; 185.08
Purpose of Fees Collected: Employee Benefits Plan

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL FY 2009 - 10	ESTIMATED FY 2010 - 11	REQUEST FY 2011 - 12
Receipts:				
Insurance Premium Tax		164,378,100	159,100,000	165,800,000
Interest Earnings		481,287	1,195,000	1,795,000
Net Appreciation/Depreciation in Fair Market Value		1,156,315	-	-
Refunds & Reimbursements		-		
Transfer from Purchasing & OSD		512,354		
Total Fee Collection to Line (1) - Section III		166,528,056	160,295,000	167,595,000

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits		742,345	790,675	773,473
Other Personal Services			100	100
Expenses		66,778	64,889	84,889
Operating Capital Outlay		-	2,500	2,400
Contracted Services		189,355	189,355	189,355
Contracted Legal Services			100	-
HR Statewide Contract		4,908	5,085	5,085
Data Processing Services - SSRC				

Indirect Costs Charged to Trust Fund:

TR to Firefighters Supplemental Comp		14,075,337	14,273,106	14,275,000
TR to GR		(407,803)	-	750,259
Aid to Municipalities		130,564,247	130,345,821	131,000,000
S.C. to GR - 8%		13,150,248	12,728,000	13,264,000
SBA Administrative Fee		31,654	32,000	32,000
Transfer to Dept of Revenue		100,000	100,000	100,000
Cert Forward A Reversions @ 9/30/2009		(60,366)	-	
Cert Forward Reversions @ 9/30/2010			(67,145)	
Total Full Costs to Line (2) - Section III		158,456,703	158,464,486	160,476,561

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	166,528,056	160,295,000	167,595,000
TOTAL SECTION II	(B)	158,456,703	158,464,486	160,476,561
TOTAL - Surplus/Deficit	(C)	8,071,353	1,830,514	7,118,439

EXPLANATION:

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** **2011-12**
Program: 72750300 Retirement Benefits Administration
Fund: 2583 Retirees Health Insurance Subsidy Trust
Specific Authority: 121, F.S.
Purpose of Fees Collected: Employee Benefits Plan

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II .)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Receipts:				
Interest Earnings		3,909,555	4,000,000	4,000,000
Contributions from Employers		332,024,098	332,000,000	332,000,000
Total Fee Collection to Line (1) - Section III		335,933,653	336,000,000	336,000,000

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits		40,564	41,315	41,450
Other Personal Services				
Expenses		11,370	11,370	11,370
Operating Capital Outlay				
Contracted Services		30,000	30,000	30,000
HR Statewide Contract		273	283	283

Indirect Costs Charged to Trust Fund:

Refunds		969		
Pensions & Benefits	311031	338,891,598	356,000,000	373,000,000
SBA Administrative Fee		47,196	47,200	47,200
Cert Forward Reversions @ 9/30/2010		-	(30,000)	
Reserve for Pay Package			-	-
Total Full Costs to Line (2) - Section III		339,021,970	356,100,168	373,130,303

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	335,933,653	336,000,000	336,000,000
TOTAL SECTION II	(B)	339,021,970	356,100,168	373,130,303
TOTAL - Surplus/Deficit	(C)	(3,088,317)	(20,100,168)	(37,130,303)

EXPLANATION:

Negative balance is offset by cash balance brought forward (See Schedule I).

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72750300 Retirement Benefits Administration
Fund: 2510 FRS Operating Trust

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE - STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011- 12
TR from FRS Trust Fund	647,956	700,988	1,326,998
TOTALS*	647,956	700,988	1,326,998

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72750300 Retirement Benefits Administration
Fund: 2345 FRS Preservation Benefits Plan Trust

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Contributions	39,691	-	-
<u>FUNDING SOURCE-NON-STATE</u>			
TOTALS*	39,691	-	-

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72750300 Retirement Benefits Administration
Fund: 2517 Optional Retirement Program Trust

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Contributions from Employers	2,947,312	2,953,071	2,958,366
TOTALS*	2,947,312	2,953,071	2,958,366

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72750300 Retirement Benefits Administration
Fund: 2583 Retiree Health Insurance Subsidy Trust

(1)	(2)	(3)	(4)
<u>FUNDING SOURCE-STATE</u>	ACTUAL FY 2009 - 10	ESTIMATED FY 2010 - 11	REQUEST FY 2011 - 12
Contributions from Employers	291,458,618	262,358,450	225,228,147
TOTALS*	291,458,618	262,358,450	225,228,147

*Must agree to amounts on Schedule I, Section IV, Line I.

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72750300 Retirement Benefits Administration
Fund: 2532 Mun. Pol/Fire Premium Tax Trust

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Insurance Premium Tax	65,656,128	67,486,642	74,605,081
TOTALS*	65,656,128	67,486,642	74,605,081

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SER
Budget Entity:	FRS PRESERVATION BENEFITS PLAN TRUST
LAS/PBS Fund Number:	RETIREMENT BENEFITS ADMINISTRATION (72750300)
	2345

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	39,691 (A)		39,691
ADD: Cash & CD in Claims Bank Account	0 (B)		0
ADD: Investments	0 (C)		0
Total Cash and Investments	39,691		39,691
ADD: Outstanding Accounts Receivable	0 (D)		0
Total Cash, Investments and Accounts Receivable	39,691 (F)		39,691
LESS Allowances for Uncollectibles	0 (G)		0
LESS Approved "A" Certified Forwards	0 (H)		0
Approved "B" Certified Forwards	0 (H)		0
Approved "FCO" Certified Forwards	0 (H)		0
LESS: Other Accounts Payable	0 (I)		0
Unreserved Fund Balance, 07/01/10	39,691 (K)		39,691 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SER
Budget Entity:	FRS OPERATING TRUST
LAS/PBS Fund Number:	RETIREMENT BENEFITS ADMINISTRATION (72750300)
	2510

	Balance as of 6/30/2010		SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	302,807	(A)		302,807
ADD: Cash on Hand & Cash in Bank	2,000	(B)	0	2,000
ADD: Investments	1,680,822	(C)		1,680,822
Total Cash and Investments	1,985,629		0	1,985,629
ADD: Outstanding Accounts Receivable	2,887	(D)		2,887
Total Cash, Investments and Accounts Receivable	1,988,516	(F)	0	1,988,516
LESS Allowances for Uncollectibles		(G)		0
LESS Approved "A" Certified Forwards	1,340,457	(H)		1,340,457
Approved "B" Certified Forwards	0	(H)		0
Approved "FCO" Certified Forwards		(H)		0
LESS: Other Accounts Payable	103	(I)		103
Unreserved Fund Balance, 07/01/10	647,956	(K)	0	647,956 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	OPTIONAL RETIREMENT PROG TRUST
LAS/PBS Fund Number:	RETIREMENT BENEFITS ADMINISTRATION (72750300)
	2517

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	5,134,754 (A)		5,134,754
ADD: Other Cash on Hand			0
ADD: Investments	2,928,170 (C)		2,928,170
Total Cash and Investments	8,062,925 (D)		8,062,925
ADD: Outstanding Accounts Receivables	2,051,705 (C)		2,051,705
Total Cash, Investments and Accounts Receivable	10,114,630 (F)		10,114,630
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards	2,368 (H)		2,368
Approved "B" Certified Forwards			0
Approved "FCO" Certified Forwards			0
LESS: Other Accounts Payable (Non-Operating)	7,164,949 (I)		7,164,949
Unreserved Fund Balance, 07/01/10	2,947,312 (K)		2,947,312 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	MUNICIPAL POLICE/FIREMENT PREMIUM TAX TRUST
LAS/PBS Fund Number:	RETIREMENT BENEFITS ADMINISTRATION (72750300)
	2532

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	441,424 (A)		441,424
ADD: Cash with State Board of Administration	0 (B)		0
ADD: Investments	209,809,385 (C)		209,809,385
Total Cash and Investments	210,250,809		210,250,809
ADD: Outstanding Accounts Receivable	10,415,723 (D)		10,415,723
Total Cash, Investments and Accounts Receivable	220,666,532 (F)		220,666,532
LESS Allowances for Uncollectibles	(G)		0
LESS Approved "A" Certified Forwards	137,075 (H)		137,075
Approved "B" Certified Forwards	0 (H)		0
Approved "FCO" Certified Forwards	(H)		0
LESS: Other Accounts Payable	154,873,330 (I)		154,873,330
Unreserved Fund Balance, 07/01/10	65,656,128 (K)		65,656,128**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	RETIREE HIS TRUST
LAS/PBS Fund Number:	RETIREMENT BENEFITS ADMINISTRATION (72750300)
	2583

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	146,546 (A)		146,546
ADD: Cash on Hand and with SBA	469,452 (B)		469,452
ADD: Investments	257,795,868 (C)		257,795,868
Total Cash and Investments	258,411,866		258,411,866
ADD: Outstanding Accounts Receivable	33,098,331 (D)	0	33,098,331
Total Cash, Investments and Accounts Receivable	291,510,197 (F)	0	291,510,197
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards	30,000 (H)		30,000
Approved "B" Certified Forwards			0
Approved "FCO" Certified Forwards			0
LESS: Other Accounts Payable	21,579 (I)		21,579
Unreserved Fund Balance, 07/01/10	291,458,618 (K)	0	291,458,618 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

Office of Policy and Budget - July 2010

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 72000 MANAGEMENT SERVICES
Trust Fund Title: FRS Preservation of Benefits Plan TF
LAS/PBS Fund Number: 2345

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 39,691 (A)

Add/Subtract:

Compensated Leave Liability in FLAIR
Not on Schedule 1C 0.00 (B)

Certified Forward B recored on Schedule 1C
Not Recorded in FLAIR 0

Other Adjustment(s):

Statewide Post Closing adjustment to Accounts Receivable (C)

(C)

ADJUSTED BEGINNING TRIAL BALANCE: 39,691 (D)

UNRESERVED FUND BALANCE, SCHEDULE IC 39,691 (E)

DIFFERENCE: 0 (F)*

***SHOULD EQUAL ZERO.**

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title:	720000 MANAGEMENT SERVICES
Trust Fund Title:	FRS Operating Trust Fund
LAS/PBS Fund Number:	2510

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 (A)

Add/Subtract:

Property Value Recorded In FLAIR As Assets/Not Recorded On Schedule 1C (B)

Compensated Absences Liability Recorded In FLAIR/ Not Recorded On Schedule 1C

Accounts Payable not Certified Forward Recorded IN FLAIR/ Not Recorded On Schedule 1C

Certified Forward B On Schedule 1C/Not Subtracted From FLAIR Fund Balance

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: Optional Retirement Program Trust Fund
LAS/PBS Fund Number: 2517

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 (A)

Add/Subtract:

Compensated Absences Liability Recorded In FLAIR/
Not Recorded On Schedule 1C

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)

(C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 72000 MANAGEMENT SERVICES
Trust Fund Title: Police & Firefighters Premium Tax TF
LAS/PBS Fund Number: 2532

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 65,656,128 (A)

Add/Subtract:

Accounts Payable Not Certified Forward in FLAIR
Not Recorded On Schedule 1C (B)

Certified Forward B recored on Schedule 1C
Not Recorded in FLAIR 0

Other Adjustment(s):

Statewide Post Closing adjustment to Accounts Receivable (C)

(C)

ADJUSTED BEGINNING TRIAL BALANCE: 65,656,128 (D)

UNRESERVED FUND BALANCE, SCHEDULE IC 65,656,128 (E)

DIFFERENCE: 0 (F)*

***SHOULD EQUAL ZERO.**

Office of Policy and Budget - July, 2008

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 72000 MANAGEMENT SERVICES
Trust Fund Title: Retiree Health Insurance Subsidy TF
LAS/PBS Fund Number: 2583

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 (A)

Add/Subtract:

Compensated Leave Liability in FLAIR
Not on Schedule 1C (B)

Certified Forward B recored on Schedule 1C
Not Recorded in FLAIR

Other Adjustment(s):

Statewide Post Closing adjustment to Accounts Receivable (C)

(C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

Office of Policy and Budget - July, 2008

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Retirement

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
<p>Auditor General Report No. 2009-014</p> <p>Dated: 10/01/2008</p>	<p>6/30/2007</p>	<p>Local Retirement</p>	<p style="text-align: center;"><u>State of Florida Local Government Financial Reporting System Performance Audit</u></p> <p>Finding 8: Department of Management Services, Division of Retirement (DMS), did not always acknowledge the receipt of the local governments' actuarial reports or actuarial impact statements pertaining to public employee retirement systems and plans, contrary to Section 112.63(4), Florida Statutes. Furthermore, DMS did not prioritize its backlog of actuarial reports and impact statements pending review to ensure that the reviews were performed in a timely manner.</p> <p>Recommendation: DMS should ensure that all local governments are notified in a timely manner that DMS has received their actuarial reports and impact statements. Additionally, DMS should take appropriate action to ensure that reviews are performed in a timely manner, and that the written procedures established for the review of actuarial reports and impact statements are followed, including prioritizing its backlog based on the triennial review schedule provided for in law.</p>	<p>Concur. Division procedures require the Division to acknowledge receipt of actuarial reports and impact statements. Staff enter into a logbook the date of receipt of each actuarial valuation and/or impact statement and the date the acknowledgement letter was issued. A copy of the acknowledgement letter is placed in the monthly correspondence file. To ensure staff are complying with these procedures, management has instituted the practice of verifying that the acknowledgement letter was issued. Each month, management will review the hard copy file of a sample of approximately 20% of the plans that submitted reports during the past month to verify that the acknowledgement letter was issued.</p>	

				<p>In response to recommendations by the Department's Office of Inspector General the Division has established a comprehensive action plan to address issues related to prioritizing the review of actuarial reports and adherence to a triennial review schedule. Accordingly, the Division has established a risk-based schedule for accomplishing the triennial review of all local government pension plans. The schedule specifies the order in which plans are to be reviewed with the most overdue plans given the highest priority for review. In addition, the Division has implemented a policy whereby it no longer reviews actuarial valuations older than three years. The Division expects to complete the revision of its written policies and procedures for conducting actuarial reviews by January 1, 2009.</p> <p>The Division has also obtained additional resources to assist in its review efforts. A budget amendment approved on September 4, 2008 provides additional funding in the current fiscal year for external actuarial services to help reduce the work backlog. The 2008 Legislature authorized a second actuary position to help address the backlog and assist in maintaining a triennial review schedule.</p> <p>Update/Open 03/31/2009: In accordance with statutory requirements, the division's operating procedures require staff to acknowledge receipt of actuarial reports and impact statements. To ensure compliance with this requirement, management reviews division files monthly to verify that staff did in fact issue an acknowledgement letter for each report received in the prior month.</p> <p>In July 2008, the division put into effect a schedule for accomplishing the triennial review of all local government pension plans.</p>	
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				<p>Priority for review is based on time elapsed since the last plan examination. As reported in our original response, the 2008 Legislature authorized a second actuary position and a following budget amendment provided additional funding for external actuarial services. We subsequently filled the second actuarial position and contracted for actuarial services with two vendors. With these resources, we anticipate a significant reduction in our work backlog by the end of the current fiscal year.</p> <p>To accomplish the review schedule, the actuaries were directed to review plans in the order of assigned priority. We also developed a standard work program the actuaries must follow to ensure consistency in plan reviews. The completed work program documents that the reviewing actuary has performed required review steps and procedures.</p> <p>We agree that the actions taken by management should adequately implement the Auditor General's recommendation concerning acknowledgement letters.</p> <p>The division has established a schedule for accomplishing the triennial review of local government pension plans. The division also established a checklist the reviewing actuary is required to complete to document performance of certain review steps and incorporated these changes into its written policies and procedures for conducting actuarial reviews.</p> <p>In addition to filling its second actuary position, the division contracted for additional actuarial services with two private vendors. With these resources, the division expects to have significantly reduced its work backlog by the end of Fiscal Year 2008-09. We will continue to monitor</p>	
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				<p>implementation of the Auditor General's recommendations regarding review timeliness.</p> <p>Update/Open 4/21/2010: The division has eliminated its backlog of un-reviewed plans and significantly reduced the number of plans in pending status. As of December 4, 2009, the division had state accepted 444, or 91% of the 488 active plans within the current triennial review cycle (Fiscal Year 2007-08 to Fiscal Year 2009-10). Of the remaining 44 plans, 34 plans were pending review in Fiscal Year 2009-10; the consulting actuaries had recommended that the division not state accept an additional seven plans and an additional three plans were in not state accepted status. Division management has assigned all pending and not state accepted plans for review by either an internal or a consulting actuary in the current fiscal year.</p> <p>We determined that the 44 outstanding plans had been in pending status (includes not state accepted status) an average of 1.5 years since the date of the plan's initial review. In practice, the bureau gives the plan sponsor 60 days to respond to its initial request for information. If the plan fails to respond within 60 days, the bureau issues a second information request. If the plan does not respond within the second 60-day period, the bureau issues a third information request. However, if a plan should fail to respond after six months, the bureau has no written procedures to guide any subsequent enforcement action that may be required. Failure to resolve outstanding issues timely could result in the accumulation of a backlog of plans in pending status and difficulty maintaining a triennial review schedule.</p> <p>The division has taken appropriate steps to establish a formal schedule to accomplish the</p>	
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				<p>triennial review of each active plan. Because timely review is one of the most important factors in detecting the early warning signs of stress on a pension plan, priority for review is based primarily on time elapsed since the plan's most recent review. Other factors identified during the review process may also serve to advance an individual plan's review date.</p> <p>OIG Position:</p> <p><i>The division has taken appropriate steps to implement the Auditor General's recommendations regarding review timeliness. However, the OIG will continue to monitor division operations until such time as the division establishes the procedures and rules necessary to ensure that pending matters are resolved timely.</i></p>	
			<p>Finding 9: DMS did not include the required response time, or notification of the consequences for failure to provide requested information, in its correspondence with pension plan administrators. Also, DMS did not maintain a system for tracking and timely following up on requests for additional information relating to its review of public employee retirement systems and plans.</p> <p>Recommendation: DMS should include the required response time and indicate the consequences for failure to provide the requested information, as provided for in law and rule, in requests to pension plan administrators for additional information. Additionally, DMS should establish a tracking system for its correspondence to ensure timely monitoring and follow-up, and, if necessary, enforce the consequences for failure to provide the required information in a timely manner.</p>	<p>Concur. The Division is in the process of revising its notification letters. The revised letters will advise plan administrators of the 60-day response requirement and of the consequences for failure to provide requested information. The Division expects to begin issuing the revised letters by October 1, 2008. The Division is in the process of revising procedures for tracking responses from plan administrators. The revised procedures will permit management to readily identify and timely follow-up with plans that have not responded within the 60-day response period. The Division anticipates that the revised tracking procedures will be implemented by January</p>	

				<p>1, 2009.</p> <p>Update/Open 03/31/2009: Subsequent to our initial response, the department’s Office of the General Counsel advised us the division might not have sufficient statutory authority to establish a required response time in its correspondence with pension plan administrators. The division is working with the General Counsel’s office to determine if a statutory revision is required to address this issue. The division therefore determined to apply the statutory language (reasonable period of time) in requests to pension plan administrators for additional information. As of September 25, 2008, letters requesting additional information contain the following statement:</p> <p>“NOTE: Section 112.63(4), F.S., provides that if a response to the foregoing request is not received within a reasonable period of time, the Department of Management Services may notify the Departments of Revenue and Financial Services to withhold any funds payable to the plan sponsor (not pledged for the satisfaction of bond debt service), until the additional material information or corrections have been received by this office.”</p> <p>In September 2008, the division implemented a correspondence logbook to monitor the status of and follow-up on requests for information made by the division’s internal actuaries. The contracts with external actuaries require the vendor to maintain records of all correspondence with plan administrators. However, in conjunction with the redesign of the division’s local retirement system database we will explore options for replacing these manual systems with a web-based tracking system. We will enforce consequences for failure to provide information timely should</p>	
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				<p>the need arise.</p> <p>Update/Open 4/21/2010: Chapter 60T-1.005, Florida Administrative Code, was repealed at the division's request effective July 1, 2009. This rule, established in 1981, stipulated that local governments had 60 days to make appropriate adjustments or to respond to division information requests. However, the rule also included procedures that were no longer applicable under the enforcement provisions of Section 112.63(4), Florida Statutes, as revised in 2004.</p> <p>Currently, letters to plan sponsors provide that responses must be received within a reasonable period of time, as is specified in statute. In practice, the division gives the plan sponsor 60 days to respond to its initial request for information. If the plan fails to respond within 60 days, the division issues a second information request. If the plan does not respond within the second 60-day period, the division issues a third information request. The division has no standard procedures regarding the number of letters it will issue prior to taking enforcement action. Division management reported that to date, the division has not had occasion to initiate enforcement proceedings.</p> <p>The division has not yet promulgated rules to implement the enforcement provisions of Section 112.63, Florida Statutes. Although the division drafted rules to implement these provisions and held rule workshops in July and October of 2008 progress in this area was slowed at division management's direction. Division priorities for Fiscal Year 2009-10 were to first, eliminate the backlog of un-reviewed and pending plans and resolve any issues identified during the review process; and second, initiate the system upgrades needed to support operations. Although rulemaking remained a</p>	
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				<p>priority, staff had little additional time available to devote to this activity. Division management plans to give rulemaking precedence in Fiscal Year 2010-11.</p> <p>The division has worked closely with the department's Business Automation Services to upgrade its management information system. As of this writing, certain upgrades were only recently deployed and others are still under development. The upgraded system includes a correspondence tracking module intended to permit management to monitor each plan's status and to follow-up in a timely manner, as necessary.</p> <p>OIG Position:</p> <p><i>The division has partially implemented the Auditor General's recommendation concerning letters of request for additional information. The division will likely establish a timeframe for responding to information requests when it promulgates rules to implement the enforcement provisions of Section 112.63, Florida Statutes. The OIG will continue to monitor division operations until the recommendation is fully implemented.</i></p> <p><i>The division has taken appropriate steps to implement the Auditor General's recommendation regarding development of a comprehensive correspondence tracking system. The OIG will continue to monitor division operations until the recommendation is fully implemented.</i></p>	
<p>Auditor General Report 2009-200</p> <p>Dated: 4/30/2009</p>	<p>6/30/2008</p>	<p>Division of Retirement</p>	<p><u>Department of Management Services, Division of Retirement</u> <u>Integrated Retirement Information System (IRIS)</u> <u>Follow-up on Prior Audit Findings</u></p> <p>Finding No. 2.2: Security Controls: The Division applied triggers to the security database tables to</p>		

			<p>record which security administrator made a change to an account and when. However, a log was not maintained of specific changes made to a user's IRIS access privileges.</p> <p>Recommendation: The Division should implement a logging mechanism to record specific changes made to a user's IRIS access privileges.</p>	<p>Concur: The Division has submitted a System Investigation Request (SIR) requesting a logging mechanism. The SIR will be implemented using database triggers to record changes to access privileges, i.e. the system will keep a history of the PowerLock roles assigned to IRIS users. A reporting mechanism will be made available so that a review can be conducted of the history of Roles assigned to an IRIS user. This will be completed by June 30, 2009.</p> <p>Update/Close 10/28/2009: This was implemented with SIR 3236 which was closed on May 19, 2009. A logging mechanism is now in place to record specific changes made to a user's IRIS access privileges.</p>	
			<p>Finding No. 2.8: Security Controls: The Division had corrected most of the identified security control issues. However, the Division still needed to improve the authentication of FTP server users.</p> <p>Recommendation: Division should enhance the authentication of FTP server users.</p>	<p>Concur: The Division completed enhancements to the authentication of FTP server users on April 19, 2009.</p> <p>Update/Close 10/28/2009: The Division completed enhancements to the authentication of FTP server users on April 19, 2009.</p>	
			<p>Finding No. 3.3: Program Change Controls: The Software Development Plan, dated March 13, 2008, and provided to us on December 24, 2008, did not document the roles of some Bearing Point project staff a and had not been updated to reflect changes in BearingPoint project staff that had occurred</p>		

			<p>Recommendation: The Division should timely update the Software Development Plan to accurately reflect the current roles and staffing of BearingPoint.</p>	<p>Concur: The Software Development Plan was updated on March 31, 2009 to reflect current project staff and their roles.</p> <p>Update/Close 10/28/2009: Closed in Original Response</p>	
			<p>Finding No. 4: Disaster Recovery Plans: The Technology Support Center (TSC) Disaster Recovery Plan needed updating to reflect current staffing and current backup procedures.</p> <p>Recommendation: The Division should update the TSC Disaster Recovery Plan to reflect current staffing and operating procedures.</p>	<p>Concur: The Disaster Recovery Plan was updated on January 15, 2009 to reflect current staffing and backup procedures.</p> <p>Update/Close 10/28/2009: Closed in Original Response</p>	
			<p>Finding No. 5: Software Patches and Updates: The Department should update its policy to address the Division's new operating system environment.</p> <p>Recommendation: The Department should update its policy to address the Division's new operating system environment.</p>	<p>Concur: This DMS policy will be updated, reviewed by management, approved and implemented by July 31, 2009.</p> <p>Update/ Open 10/28/2009: This policy is in draft form and will be reviewed by management. It will be considered final when the Secretary has signed the policy. An anticipated completion date is November 6, 2009.</p> <p>Update/Close 4/27/2010: The Secretary initialed department policy IT-09-104, Managing Operating Systems, Security, and Virus Updates. The policy became effective on November 1, 2009.</p>	
<p>Auditor General Report 2009-144</p> <p>Dated: 3/05/2009</p>	<p>6/30/2008</p>	<p>Retirement Insurance (HIS) Health Subsidy</p>	<p><u>State of Florida - Compliance and Internal Controls Over Financial Reporting and Federal Awards</u></p> <p>Finding: As previously reported, the investment return assumption (discount rate) of 7.75 percent (long-term rate) used by FDMS in determining the</p>		

			<p>actuarial accrued liability for the Health Insurance Subsidy (HIS) plan, was not commensurate with the nature and mix of current and expected plan investments. Plan investments were invested to yield short-term rates. The use of a short-term, rather than long-term, rate may have resulted in the calculation of a significantly larger estimated actuarial accrued liability.</p> <p>Recommendation: The Department has completed the July 1, 2008, HIS valuation, the results of which will be reported as required supplementary information in the FY 2008-09 Comprehensive Annual Financial Report. However, the Department again elected to use an investment return assumption (discount rate) of 7.75 percent. We again recommend that the FDMS utilize a discount rate consistent with the nature and mix of current and expected plan investments.</p>	<p>Concur: As a publicly funded pension plan, the Legislature must decide about the funding of the Retiree Health Insurance Subsidy (HIS) Program. The Department of Management Services does not make these decisions.</p> <p>Principals of the Florida Retirement System (FRS) Assumption Conference were contacted following the Auditor General’s finding on this same subject last year. The FRS Assumption Conference was requested to meet concerning setting pension assumptions for the HIS Program. Also, follow-up correspondence was sent to the principals requesting guidance on the HIS funding assumptions. At this time, the Department has not received a response to our request.</p> <p>Based on the 2008 HIS funding model, the HIS Trust Fund continues to project a reserve of 10 or more months for the next five fiscal years. This model uses the current level of funding, the average of the actual return over the previous five years, and membership growth trends over the last four years. On average, the monthly contributions received by the HIS Trust Fund continue to exceed the monthly HIS benefit payments. Valuations are performed biennially with the most recent valuation being as of June 30, 2008. The FRS Pension Plan assumptions were used since it is the only statewide pension program and the HIS recipients are FRS retirees and surviving beneficiaries.</p>	
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				<p>Update/Open 8/28/2009: The Department did not receive a response to requests for an HIS Assumptions Conference, as noted in the original response. An FRS Actuarial Assumptions Conference was held on July 27, 2009 to review the preliminary results of the 2003 – 2008 FRS Experience Study. During that Conference a request was made to the principals to hold an HIS Assumptions Conference in conjunction with the FRS Assumptions Conference scheduled for September 25, 2009. Verbal agreement was given by the principals.</p> <p>Update/Close 4/1/2010: The Auditor General issued 2010-165 and repeated this finding. It is being administratively closed to only be listed one time.</p>	
<p>Auditor General Report No. 2009-078</p> <p>Dated: 12/23/2008</p>	2/28/2008	Division of Retirement	<p><u>Department of Management Services and Related Entities: Nonpublic Information Safeguards and Revenue and Cash Receipts</u></p> <p>Finding 7: Cash Collection Controls: Cash collection and processing procedures needed improvement.</p> <p>Recommendation: To adequately safeguard State moneys, the Department and related entities should enhance control procedures by addressing the deficiencies noted.</p> <p>Division of Retirement (DOR)</p> <ul style="list-style-type: none"> Written procedures did not require checks to be restrictively endorsed when received. 	<ul style="list-style-type: none"> Concur: The Division of Retirement has revised its written procedures to require restrictive endorsement upon receipt of checks in the division’s mail center. <p>Update/Close 6/23/09</p> <ul style="list-style-type: none"> The Division of Retirement revised its policies and procedures on April 20, 2009 to require restrictive endorsement upon receipt of checks in the division’s mail center. 	

<p>Auditor General Report 2010-165</p> <p>Dated: 3/26/2010</p>	<p>No.</p> <p>6/30/2010</p>	<p>Retirement Insurance (HIS)</p> <p>Health Subsidy</p>	<p><u>State of Florida - Compliance and Internal Controls Over Financial Reporting and Federal Awards</u></p> <p>Finding: As previously reported, the investment return assumption (discount rate) of 7.75 percent (long-term rate) used by FDMS in determining the actuarial accrued liability for the Health Insurance Subsidy (HIS) Plan, was not commensurate with the nature and mix of current and expected plan investments. Plan investments were invested to yield short-term rates. The use of a short-term, rather than long-term, rate may have resulted in the calculation of a significantly larger estimated actuarial accrued liability.</p> <p>Recommendation: We again recommend that FDMS utilize a discount rate consistent with the nature and mix of current and expected plan investments.</p>	<p>Concur: As previously reported, the principals of the FRS Assumption Conference have been contacted regarding the assumptions for HIS. A response was not received in time for the 2008 HIS valuation and a meeting scheduled on September 25, 2009, in conjunction with the 2009 FRS Assumptions Conference was postponed. We are awaiting a response from the principals about a meeting regarding the assumptions for the 2010 HIS valuation.</p> <p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>	
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FISCAL YEAR 2011-12

**TELECOMMUNICATIONS
SERVICES**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**TELECOMMUNICATIONS
SERVICES**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Budget Entity: 72900100 Telecommunications Services
Fund: 2105 Communications Working Capital Trust
Specific Authority: Chapter 282, F.S.
Purpose of Fees Collected: To pay phone bills of vendors and for fund's operations and the Emergency Medical Services (EMS) Grant.

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12

Receipts:				
SEE ATTACHED LISTING				
Total Fee Collection to Line (1) - Section III		117,355,324	129,100,700	129,430,000

SECTION II - FULL COSTS

Direct Costs:				
Salaries and Benefits		4,896,549	4,955,642	4,969,054
Other Personal Services		210,922	29,486	74,268
Expenses		525,502	769,130	769,130
Operating Capital Outlay		38,846	92,159	92,159
S.C.: Centrex & Suncom Payments		109,654,691	109,949,588	109,949,588
S.C.: Contracted Services		1,746,150	2,054,845	2,010,063
S.C.: Risk Management Insurance		8,556	13,591	13,591
S.C.: HR Stwd Contract		28,085	29,098	29,098
Data Processing Services - SSRC		711,309	1,127,890	1,127,890

Indirect Costs Charged to Trust Fund:				
Administrative Assessment Fee		1,225,046	985,933	1,133,823
Refunds		7,978,939	-	-
TR to 72900200-2105		79,371	98,795	98,998
Comp Leave Liability		(190,940)		
CF B paid not in Beg Bal		2,171		
Cert Forward A Reversions @ 9/30/2009		(3,449,982)		
Cert Forward Reversions @ 9/30/2010			(439,514)	
Reserve for Pay Package				-
5% Trust Fund Reserve				
Certified Forward Reversions			-	
Total Full Costs to Line (2) - Section III		123,465,215	119,666,643	120,267,662

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	117,355,324	129,100,700	129,430,000
TOTAL SECTION II	(B)	123,465,215	119,666,643	120,267,662
TOTAL - Surplus/Deficit	(C)	(6,109,891)	9,434,057	9,162,338

EXPLANATION:

Negative balances offset by cash balance brought forward (See Schedule I)

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: Management Services **Budget Period:** 2010-11
Budget Entity: Telecommunications Services (72900100)
Fund: Communications Working Capital Trust (2105)
Specific Authority: Chapter 282, F.S.
Purpose of Fees Collected: To pay phone bills of vendors and for fund's operations and the
Emergency Medical Services (EMS) Grant.

(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION	ACTUAL FY 2008 - 09	ESTIMATED FY 2009 - 10	REQUEST FY 2010 - 11
Receipts:			
<u>Suncom/Centrex Revenues</u>	107,211,503	118,000,000	115,500,000
<u>Telecomm. Infrastructure Proj. Fees</u>	2,683,834	3,270,000	3,400,000
<u>Wireless Revenues</u>	5,027,505	5,308,100	8,310,000
<u>Interagency Agree.--DOAH-Video Tele</u>	100,000	120,000	120,000
<u>Interagency Agreement-Dept of Health(EMS)</u>	29,771		
<u>Wireless 911 Board Reimbursement</u>	40,000		-
<u>Interest Earnings</u>	540,910	350,000	350,000
<u>Refunds and Reimbursements</u>	1,721,801	2,052,600	1,750,000
<u>Total Fee Collection to Line (1) - Section III</u>	117,355,324	129,100,700	129,430,000

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72900100 Telecommunications Services
Fund: 2261 Federal Grants Trust
Specific Authority: _____
Purpose of Fees Collected: Federal grant to cover the expenditures ARRA Broadband Mapping and E911 Grant

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Receipts:				
Transfer from Federal NTIA-Broadband		-	1,206,678	1,570,966
Transfer from Federal DOT-Enhance 911			1,392,228	2,402,028
		-		
Total Fee Collection to Line (1) - Section III		-	2,598,906	3,972,994

SECTION II - FULL COSTS				
Direct Costs:				
Salaries and Benefits				
Other Personal Services				
Contracted Services-Enhance 911			1,392,228	2,402,028
Broadband Svcs Deployment-ARRA 2009			1,206,678	1,570,966
			-	
			-	
			-	
Indirect Costs Charged to Trust Fund:				
Total Full Costs to Line (2) - Section III		-	2,598,906	3,972,994

Basis Used: _____

SECTION III - SUMMARY				
TOTAL SECTION I	(A)	-	2,598,906	3,972,994
TOTAL SECTION II	(B)	-	2,598,906	3,972,994
TOTAL - Surplus/Deficit	(C)	-	-	-

EXPLANATION:
Negative balances offset by cash balance brought forward (See Schedule I)

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72900100 Telecommunications Services
Fund: 2339 Grants & Donations Trust
Specific Authority:
Purpose of Fees Collected: Federal grant to cover the expenditures ARRA Broadband Mapping

Type of Fee or Program: (Check ONE Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Receipts:				
Transfer from Federal Government-NTIA		822,492	-	
Transfer from FDLE				
Refunds Reimbursements		-		
Sales of Goods & Services-Training				
Interest Earnings				
Total Fee Collection to Line (1) - Section III		822,492	-	-

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits				
Other Personal Services				
NTIA- Broadband Svcs Dplymt-ARRA 2009		822,492	-	
Domestic Security (Back of the Bill)		-		
Domestic Security (PSIC) 100851			-	
Florida Interoperability Network (BOB)			-	

Indirect Costs Charged to Trust Fund:

TR to 2021-Admin.Assess.Fee				
8% Service Charge to G. R.				
Certified Forward Reversions @ 9/30/2010		-	(66,089)	
Prior Year A/P Deleted		-	66,089	

Total Full Costs to Line (2) - Section III		822,492	-	-
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Basis Used: _____

SECTION III - SUMMARY

TOTAL SECTION I	(A)	822,492	-	-
TOTAL SECTION II	(B)	822,492	-	-
TOTAL - Surplus/Deficit	(C)	-	-	-

EXPLANATION:

Negative balances offset by cash balance brought forward (See Schedule I)

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72900100 Telecommunications Services
Fund: 2344 Wireless Emergency Phone Trust
Specific Authority: Sec 365.172 and 365.173, F.S.
Purpose of Fees Collected: A fee of \$.50 per month is assessed to Florida's wireless telephone subscribers to offset Florida counties' and the service providers' 911 and Emergency 911 capital and operating costs. Fees are deposited into the fund and subsequent distributions are as follows: 44% to counties; 54% to service providers; and an additional 2% to rural counties.

Type of Fee or Program: (Check ONE Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)
<input checked="" type="checkbox"/>	

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Receipts:				
Deposits from Wireless 911 Ser.Providers		77,114,485	75,291,914	75,180,167
Deposits from Wireline 911 Ser.Providers		48,202,680	45,916,387	43,064,399
Interest Earnings		934,714	900,000	800,000
Refunds		1,001,853	-	-
Total Fee Collection to Line (1) - Section III		127,253,731	122,108,301	119,044,566

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits		415,372	434,458	435,633
Expenses		229,955	665,781	665,781
Operating Capital Outlay			3,600	3,600
SC: Contracted Services		159,572	161,649	317,849
SC: Contracted Legal Services		35,482	92,159	92,159
S.C.:Risk Management Insurance		-		
S.C.:HR Stwd Contract		937	971	971
Data Processing Services - SSRC		4,081	4,140	8,760
Aid to Local Governments:				
Wireless 911 Grants to Counties 055616		-		
Non-Wireless 911 Dist to Co 055614		55,190,015	52,518,029	50,047,942
Wireless 911 Dist to Counties 055610		55,216,340	70,190,273	70,190,273
Wireless 911 Dist to Svc Provid 055612		13,681,513	13,175,579	15,484,846

Indirect Costs Charged to Trust Fund:

TR to 2021-Admin.Assess.Fee		76,548	67,060	77,119
Refunds		603		
Cert Forward A Reversions @ 9/30/2009		(442,695)		
6/30/2009 CF B Paid - Not in Beg Bal		-		
6/30/2009 A/P NOT CF		(231)		
Cert Forward Reversions @ 9/30/2010		-	(472,045)	
Est Reversions-Dist to Counties-055610			-	(14,000,000)
Total Full Costs to Line (2) - Section III		124,567,492	136,841,654	123,324,933

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	127,253,731	122,108,301	119,044,566
TOTAL SECTION II	(B)	124,567,492	136,841,654	123,324,933
TOTAL - Surplus/Deficit	(C)	2,686,240	(14,733,353)	(4,280,367)

EXPLANATION:

Negative balances offset by cash balance brought forward (See Schedule I)

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72900100 Telecommunications Services
Fund: 2261 Federal Grants

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Federal Broadband Grant	-	-	-
Federal-Enhance 911			
			##
			##
			...
			##
TOTALS*	-	-	-

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72900100 Telecommunications Services
Fund: 2339 Grants & Donations

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Federal Broadband Grant	-	-	-
<u>FUNDING SOURCE-NON-STATE</u>			
TOTALS*	-	-	-

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2010 - 11

Department: 72 Management Services
Budget Entity: 72900100 Telecommunications Services
Fund: 2344 Wireless Emergency Telephone System

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2008 - 09	FY 2009 - 10	FY 2010 - 11
Deposits from Wireless 911 Svc.Providers	19,884,925	5,151,572	871,205

<u>FUNDING SOURCE-NON-STATE</u>			

TOTALS*	19,884,925	5,151,572	871,205

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	COMMUNICATIONS WORKING CAPITAL TRUST
LAS/PBS Fund Number:	TELECOMMUNICATIONS SERVICES (72900100)
	2105

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	2,659,570 (A)		2,659,570
ADD: Other Cash (See Instructions)	(B)		0
ADD: Investments	20,694,475 (C)		20,694,475
ADD: Outstanding Accounts Receivable	13,953,617 (D)	0	13,953,617
Total Cash plus Accounts Receivable	37,307,662 (F)	0	37,307,662
LESS Allowances for Uncollectibles	0 (G)		0
LESS Approved "A" Certified Forwards	7,854,608 (H)		7,854,608
Approved "B" Certified Forwards	954 (H)		954
Unearn Revenue	0 (H)		0
LESS: Other Accounts Payable	2,332 (I)	7936305	7,938,637
Unreserved Fund Balance, 07/01/10	29,449,769 (K)	-7,936,305	21,513,464**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

Office of Policy and Budget - July 2010

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	FEDERAL GRANTS
LAS/PBS Fund Number:	TELECOMMUNICATIONS SERVICES (72900100)
	2261

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	0 (A)		0
ADD: Other Cash (See Instructions)			0 ##
ADD: Investments			0 ##
ADD: Outstanding Accounts Receivable		0	0
Total Cash plus Accounts Receivable	0 (F)	0	0
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards			0
Approved "B" Certified Forwards	0 (H)		0
Approved "FCO" Certified Forwards			0
LESS: Other Accounts Payable			0
Unreserved Fund Balance, 07/01/10	0 (K)	0	0 ** ##

Notes:

*SWFS = Statewide Financial Statement ##

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	GRANTS AND DONATIONS TRUST
LAS/PBS Fund Number:	TELECOMMUNICATIONS SERVICES (72900100)
	2339

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	0 (A)		0
ADD: Other Cash (See Instructions)			0
ADD: Investments			0
ADD: Outstanding Accounts Receivable	132,178 (D)	0	132,178
Total Cash plus Accounts Receivable	132,178 (F)	0	132,178
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards	132,178 (H)		132,178
Approved "B" Certified Forwards	0 (H)		0
Approved "FCO" Certified Forwards			0
LESS: Other Accounts Payable			0
Unreserved Fund Balance, 07/01/10	0 (K)	0	0**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	WIRELESS EMERGENCY TELEPHONE SYSTEM TRUST
LAS/PBS Fund Number:	TELECOMMUNICATIONS SERVICES (72900100)
	2344

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	850,159 (A)		850,159
ADD: Other Cash (See Instructions)			0
ADD: Investments	33,930,219 (C)		33,930,219
ADD: Outstanding Accounts Receivable	110,956 (D)	12,716,878	12,827,834
Total Cash plus Accounts Receivable	34,891,333 (F)	12,716,878	47,608,211
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards	27,718,860 (H)		27,718,860
Approved "B" Certified Forwards	0 (H)		0
Approved "FCO" Certified Forwards			0
LESS: Other Accounts Payable	4,426 (I)		4,426
Unreserved Fund Balance, 07/01/10	7,168,047 (K)	12,716,878	19,884,925**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title:	<u>720000 MANAGEMENT SERVICES</u>
Trust Fund Title:	<u>E911 Emergency Telephone System Trust Fund</u>
LAS/PBS Fund Number:	<u>2344</u>

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10	<input type="text" value="7,168,047"/> (A)
---	--

Add/Subtract:

Accounts Payable Not Certified Forward in FLAIR Not Recorded On Schedule 1C	<input type="text"/> (B)
--	--------------------------

Certified Forward B recored on Schedule 1C Not Recorded in FLAIR	<input type="text" value="0"/>
---	--------------------------------

Other Adjustment(s):

Statewide Post Closing adjustment to Accounts Receivable	<input type="text" value="12,716,878.00"/> (C)
--	--

<input type="text"/>	(C)
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ADJUSTED BEGINNING TRIAL BALANCE:	<input type="text" value="19,884,925"/> (D)
--	---

UNRESERVED FUND BALANCE, SCHEDULE IC	<input type="text" value="19,884,925"/> (E)
---	---

DIFFERENCE:	<input type="text" value="0"/> (F)*
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***SHOULD EQUAL ZERO.**

Office of Policy and Budget - July, 2008

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title:	720000 MANAGEMENT SERVICES
Trust Fund Title:	Communications Working Capital Trust Fund
LAS/PBS Fund Number:	2105

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 (A)

Add/Subtract:

Advances From Other Funds Recorded in FLAIR As A Liability/
Not Recorded On Schedule 1C (B)

Compensated Absences Liability Recorded In FLAIR/
Not Recorded On Schedule 1C

Certified Forward B recored on Schedule 1C
Not Recorded in FLAIR

Accounts Payable not Certified Forward In FLAIR/
Not Recorded On Schedule 1C

Property Value in FLAIR
Not Recorded On Schedule 1C

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 (C)
Record Accounts Payables for Refunds

(C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title:	720000 MANAGEMENT SERVICES
Trust Fund Title:	Technology Grants & Donations Trust Fund
LAS/PBS Fund Number:	2339

BEGINNING TRIAL BALANCE:

339070 Unreserved Fund Balance Per Trial Balance, 07-0	<input type="text" value="0.00"/>	(A)
339105 Unreserved Fund Balance Per Trial Balance, 07-0	<input type="text" value="12,511.00"/>	(A)

Add/Subtract:

Accounts Payable not Certified Forward in Trial Balance,
but not on Schedule 1C.

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2009 (C)
Decrease Accounts Receivables Balance

(C)

ADJUSTED BEGINNING TRIAL BALANCE: (D)

UNRESERVED FUND BALANCE, SCHEDULE IC (E)

DIFFERENCE: (F)*

***SHOULD EQUAL ZERO.**

Office of Policy and Budget - July, 2008

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Telecommunication Services

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
			There are no issues or findings to report for Telecommunication Services.		



FISCAL YEAR 2011-12

WIRELESS SERVICES

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

WIRELESS SERVICES

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72900200 Wireless Services
Fund: 2105 Comm. Working Capital Trust
Specific Authority: Chapter 282, F.S.
Purpose of Fees Collected: To pay phone bills of vendors & for fund's operations and the Emergency Medical Services (EMS) Grant

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Receipts:				
Interagency Agreement-DOH (EMS)			-	-
Total Fee Collection to Line (1) - Section III		-	-	-

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits		70,320	89,686	89,889
Other Personal Services				
Expenses		7,812	7,723	7,723
Contracted Services				
S.C.: Risk Management Insurance		457	514	514
HR Statewide Contract		842	872	872

Indirect Costs Charged to Trust Fund:

TR to 72900200-2105		(79,371)	(98,795)	(98,998)
CF A Reversions		(61)	-	-
Prior Year Accounts Receivable Deleted		-	-	-
Reserve for Pay Package				
Total Full Costs to Line (2) - Section III		(1)	-	-

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	-	-	-
TOTAL SECTION II	(B)	(1)	-	-
TOTAL - Surplus/Deficit	(C)	1	-	-

EXPLANATION:

Negative balances offset by cash balance brought forward (See Schedule I)

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services
Program: 72900200 Wireless Services
Fund: 2339 Grants & Donations Trust

Budget Period: 2011-12

Specific Authority: _____
Purpose of Fees Collected: To perform duties as required per various federal, state, and local government grants.

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION	ACTUAL	ESTIMATED	REQUEST
	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Receipts:			
Transfer from DCA-Federal Grant	2,680,121	10,765,958	3,193,000
Transfer from FDLE			
Refunds Reimbursements	17,759		
Sales of Goods & Services-Training			
Interest Earnings			
Total Fee Collection to Line (1) - Section III	2,697,880	10,765,958	3,193,000

SECTION II - FULL COSTS			
Direct Costs:			
Salaries and Benefits			
Other Personal Services			
Domestic Security (Back of the Bill)			
Domestic Security (PSIC) 100851	3,187,615		
Florida Interoperability Network (BOB)		-	
Indirect Costs Charged to Trust Fund:			
PSIC Expenditures Not Shown on Schedule I		10,765,991	3,193,000
8% Service Charge to G. R.			
Cert Forward Reversions @ 9/30/2010		(33)	
A/P not Certified Forward @ 6/30/2009	(200,846)		
Total Full Costs to Line (2) - Section III	2,986,769	10,765,958	3,193,000

Basis Used: _____

SECTION III - SUMMARY			
TOTAL SECTION I	(A)	2,697,880	10,765,958
TOTAL SECTION II	(B)	2,986,769	10,765,958
TOTAL - Surplus/Deficit	(C)	(288,889)	(0)

EXPLANATION:
Negative balances offset by cash balance brought forward (See Schedule I)

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72900200 Wireless Services
Fund: 2432 Law Enforcement Radio System Trust
Specific Authority: Chapter 282, F.S.
Purpose of Fees Collected: A \$1 fee is collected from boat & auto registrations to provide for the construction & operation of the statewide 800 MHz LERS

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II .)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1) SECTION I - FEE COLLECTION	(2) ACTUAL FY 2009 - 10	(3) ESTIMATED FY 2010 - 11	(4) REQUEST FY 2011 - 12
Receipts:				
From Boat/Veh. Registrations-DHSMV		18,132,597	18,500,000	18,775,000
Tower Rental Fees		6,381	6,381	6,381
800MHZ Rebanding Reimb-Nextel		191,524	-	-
Interest Earnings		234,950	215,000	215,000
Reimbursements		3,672	-	-
Traffic Infraction Penalties		5,338,529	5,625,000	5,800,000
Total Fee Collection to Line (1) - Section III		23,907,653.04	24,346,381	24,796,381

SECTION II - FULL COSTS

Direct Costs:				
Salaries and Benefits		947,094	1,071,327	1,073,753
Other Personal Services		-	20,000	20,000
Expenses		106,876	265,540	265,540
Operating Capital Outlay		21,680	22,000	22,000
SC: Acquisition of Motor Vehicles		-	19,826	-
SC: Contracted Services		2,297,016	3,000,000	3,000,000
Risk Management Insurance		1,136	1,279	1,279
Contracted Legal Services		-	20,000	20,000
SW Law Enf Radio Contract Payment		16,898,867	18,220,000	18,220,000
TR to DMS-Human Res. Svcs.		4,428	4,588	4,588
Data Processing Services - SSRC		4,712	2,009	2,009

Indirect Costs Charged to Trust Fund:

TR to GR - 7% - 8% Service Charge		1,933,170	1,947,710	1,983,710
TR to 2021-Admin. Assess. Fee		81,690	124,341	142,992
Legislative Cash Sweep		1,500,000	-	
Cert. Forward A Reversions @ 9/30/2009		(933,138)	-	
6/30/2009 CF B Paid - Not in Beg Bal		-		
Cert Forward Reversions @ 9/30/2010			(119,989)	
5% Trust Fund Reserve				1,113,487
TR Cash Balance to 72900400-2432				
Total Full Costs to Line (2) - Section III		22,863,531	24,598,631	25,869,358

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	23,907,653	24,346,381	24,796,381
TOTAL SECTION II	(B)	22,863,531	24,598,631	25,869,358
TOTAL - Surplus/Deficit	(C)	1,044,122	(252,250)	(1,072,977)

EXPLANATION:

Negative balances offset by cash balance brought forward (See Schedule I)

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72900200 Wireless Services
Fund: 2339 Grants & Donations

(1)	(2)	(3)	(4)
<u>FUNDING SOURCE-STATE</u>	ACTUAL FY 2009 - 10	ESTIMATED FY 2010 - 11	REQUEST FY 2011 - 12
Transfer from DCA-Federal Grant	-	-	-
<u>FUNDING SOURCE-NON-STATE</u>			
TOTALS*	-	-	-

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	COMMUNICATIONS WORKING CAPITAL TRUST
LAS/PBS Fund Number:	WIRELESS SERVICES (72900200)
	2105

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	649 (A)		649
ADD: Other Cash (See Instructions)			0
ADD: Investments			0
ADD: Outstanding Accounts Receivable	0 (D)		0
Total Cash plus Accounts Receivable	649 (F)		649
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards	649 (H)		649
Approved "B" Certified Forwards			0
Approved "FCO" Certified Forwards			0
LESS: Other Accounts Payable			0
Unreserved Fund Balance, 07/01/10	0 (K)		0**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	GRANTS AND DONATIONS TRUST
LAS/PBS Fund Number:	WIRELESS SERVICES (72900200)
	2339

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	2,578	(A)			2,578
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments		(C)			0
ADD: Outstanding Accounts Receivable	680,551	(D)	1030		681,581
Total Cash plus Accounts Receivable	683,129	(F)	1,030		684,159
LESS Allowances for Uncollectibles		(G)			0
LESS Approved "A" Certified Forwards	683,129	(H)			683,129
Approved "B" Certified Forwards	1,030	(H)			1,030
Approved "FCO" Certified Forwards		(H)			0
LESS: Other Accounts Payable		(I)			0
Unreserved Fund Balance, 07/01/10	-1,030	(K)	1,030		0**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	LAW ENFORCEMENT RADIO SYSTEM TRUST
LAS/PBS Fund Number:	WIRELESS SERVICES (72900200)
	2432

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	387,033 (A)		387,033
ADD: Other Cash (See Instructions)			0
ADD: Investments	10,762,167 (C)		10,762,167
ADD: Outstanding Accounts Receivable	526,762 (D)		526,762
Total Cash plus Accounts Receivable	11,675,961 (F)		11,675,961
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards	6,026,101 (H)		6,026,101
Approved "B" Certified Forwards	0 (H)		0
Approved "FCO" Certified Forwards			0
LESS: Other Accounts Payable	471,726 (I)		471,726
Unreserved Fund Balance, 07/01/10	5,178,134 (K)		5,178,134 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

Office of Policy and Budget - July 2010

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title:	<u>720000 MANAGEMENT SERVICES</u>
Trust Fund Title:	<u>State Agency Law Enforcement Radio System Trust Fund</u>
LAS/PBS Fund Number:	<u>2432</u>

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10	<input type="text" value="5,178,134"/> (A)
---	--

Add/Subtract:

Accounts Payable Not Certified Forward in FLAIR Not Recorded On Schedule 1C	<input type="text"/> (B)
--	--------------------------

Certified Forward B recored on Schedule 1C Not Recorded in FLAIR	<input type="text" value="0"/>
---	--------------------------------

Other Adjustment(s):

Statewide Post Closing adjustment to Accounts Receivable	<input type="text"/> (C)
--	--------------------------

<input type="text"/> (C)

ADJUSTED BEGINNING TRIAL BALANCE:	<input type="text" value="5,178,134"/> (D)
--	--

UNRESERVED FUND BALANCE, SCHEDULE IC	<input type="text" value="5,178,134"/> (E)
---	--

DIFFERENCE:	<input type="text" value="0"/> (F)*
--------------------	-------------------------------------

***SHOULD EQUAL ZERO.**

Office of Policy and Budget - July, 2008

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-2012

Department: Management Services

Chief Internal Auditor: John W. Davis

Budget Entity: Wireless Services

Phone Number: (850) 487-9476

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
<p>Auditor General Report 2009-210</p> <p>Dated: 6/19/2009</p>	<p>6/30/2008</p>	<p>Wireless 911 Board</p>	<p><u>Emergency Communications Number E911 System Fund, Operational Audit July 2007- through June 2008 and Selected Actions Through March 2, 2009</u></p> <p>Finding: State Financial Assistance: DMS and the Board did not always comply with Florida Single Audit Act requirements.</p> <p>Recommendation: We recommend that DMS and the Board enhance procedures to ensure that the SFA uniform coding structure is appropriately used to record State financial assistance disbursements. DMS and the Board should also enhance grant award documents to include the FSAA standard contract language developed by DFS. Additionally, written procedures should be developed and implemented to ensure that DMS and the Board satisfy all applicable FSAA responsibilities, including the receipt and review of financial reporting packages.</p>	<p>Concur: DMS and Board staff will enhance procedures to ensure that the SFA uniform coding structure is appropriately used to record State financial assistance disbursements. Board staff will enhance grant award documents to include the FSAA standard contract language developed by DFS. Finally, Board staff will develop procedures for implementation to ensure that all applicable FSAA responsibilities, including the receipt and review of financial reporting packages.</p> <p>Update/ Close 12/15/2009: The Florida Department of Financial Services (FLDFS) website has been updated to include the uniform coding structure to include the appropriated codes for the E911 Rural County and State Grant Programs to record state financial assistance disbursements.</p> <p>Board staff has enhanced the grant award notification documents to ensure that the</p>	

				<p>SFA uniform coding structure is appropriately used to record financial assistance disbursements.</p> <p>Board staff has also developed procedures for the receipt and review of county financial reporting packages. These procedures are being implemented based on the 2008/09 County Financial Reports.</p>	
			<p>Finding: Budget Administration: Some expenditure reimbursement amounts paid by the E911 Fund to the Communications Working Capital Trust Fund were calculated incorrectly.</p> <p>Recommendation: DMS and the Board should implement written procedures or guidelines to ensure that E911 Fund charges are based on actual salary and benefit costs.</p>	<p>Concur: DMS and the Board will implement guidelines to ensure that E911 fund charges are based on actual salary and benefit costs.</p> <p>Update/ Close 12/15/2009: DMS and Board staff has implemented guidelines to ensure that E911 fund charges are based on actual salary and benefit costs. This process includes obtaining an actual salary and benefits report from DMS/FMS before the actual dollar or percentage reimbursement is processed in an effort of assuring that the actual salary and benefits are reimbursed.</p>	
			<p>Finding: Disbursements to Providers: DMS and the Board executed payments to providers who failed to complete and file required sworn invoices in accordance with Board rules. In addition, the language specified by Board procedures differed in content from that prescribed by Board rules.</p> <p>Recommendation: We recommend that DMS and the Board ensure that disbursements to providers are made only upon receipt of sworn invoices meeting the requirements of DMS and Board rules. We also recommend the Board make the necessary changes to the Procedures to bring them in agreement with DMS and Board rules.</p>	<p>Concur: DMS and the Board will ensure that disbursements to providers are made only upon receipt of sworn invoices with the requirements of DMS and Board rules. Effective May 6, 2009 the Board has made the necessary changes to the procedures to bring them in agreement with DMS and Board rules.</p>	

				<p>Update/ Close 12/15/2009: DMS and the Board continues to monitor all sworn invoices for costs reimbursement in an effort to assure that the invoices meet the requirements of DMS and Board rules.</p>
			<p>Finding: Disbursements to Counties: In order to prevent a loss to the counties caused by the transfer of fee distribution responsibilities from the providers to the Board, Section 365.172(6)(a)3.d., Florida Statutes, required the Board to authorize the transfer, by September 1, 2007, of up to \$15 million to the counties from existing money within the E911 Fund using a timeframe and distribution methodology established by the Board. Pursuant to this authority, moneys totaling \$9,186,933 were paid to the counties. All disbursements for this purpose are to be returned to the E911 Fund from future remittances. As of February 2009, the E911 Fund had not been reimbursed.</p> <p>Recommendation: We recommend DMS and the Board seek legislative clarification as to the Board actions contemplated to effect the return of funds to the E911 Fund from the nonwireless category.</p>	<p>Concur: The Board will authorize the transfer of the \$9,186,933 from the nonwireless portion of the trust fund in the June, 2009 board meeting. This will complete the process as described in Section 365.172(6)(a)3.d., Florida Statutes. Because the board has already determined that the revenues in the wireless category exceed the amount needed to reimburse wireless providers for the cost to implement E911 services, the board will then exercise its authority as described in Section 365.172(6)(a)3.e., Florida Statutes to disburse funds within the wireless category equitably to all counties using a timeframe and distribution methodology established by the board. Accordingly, the Board will not seek legislative clarification since the funds will be returned to the nonwireless portion of the trust fund.</p> <p>Update/ Close 12/15/2009: The Board authorized the transfer of the \$9,186,933 from the nonwireless portion of the trust fund in the June 17, 2009 board meeting. The Board will not seek legislative</p>

				clarification since the funds have been returned to the nonwireless portion of the trust fund	
			<p>Finding: Oath of Office: Board members appointed during the audit period voted on Board business prior to swearing or affirming the oath of office required by the State Constitution.</p> <p>Recommendation: DMS and the Board should develop and implement written procedures to ensure Board members have properly sworn or affirmed the required oath set forth in Article II, Section 5(b) of the State Constitution, prior to conducting official duties.</p>	<p>Concur: DMS and the Board will develop and implement procedures to ensure Board members have properly sworn or affirmed the required oath set forth in Article II, Section 5(b) for the State Constitution, prior to conducting official duties.</p> <p>Update/ Close 12/15/2009: DMS and the Board have developed and implement procedures to ensure Board members have properly sworn or affirmed the required oath set forth in Article II, Section 5(b) for the State Constitution, prior to conducting official duties. This process requires newly appointed Board members to provide a copy of the sworn oath of office prior to conducting any official duties.</p>	
<p>Auditor General Report 2010-196</p> <p>Dated: 5/25/2010</p>	6/30/2010	Wireless 911 Board	<p><u>Emergency Communications Number E911 System Fund, Operational Audit July 2008- through June 2009</u></p> <p>Finding: Board Meeting Travel Expenditures with respect to Board meetings, the use of competitive quotes in selecting meeting venues and increased economy of transportation could provide significant savings.</p> <p>Recommendation: Board Meeting Travel Expenditures</p> <p>With respect to Board meetings, the use of competitive quotes in selecting meeting venues and increased economy of transportation could provide significant savings.</p>	<p>Concur: Lodging: The Board concurs with this recommendation. DMS staff supporting the Board will enhance procedures by July 1, 2010 to ensure that competitive rate quotes are obtained from multiple hotels in each of the four designated centralized meeting locations (Jacksonville, Orlando, Tallahassee,</p>	

				<p>Tampa) each calendar year, and will negotiate the best rates available when selecting lodging and meeting rooms for Board meetings. Additionally, State-owned facilities will be researched for availability of meeting rooms where practicable.</p> <p>Transportation: The Board concurs with this recommendation. DMS staff supporting the Board will consolidate rental vehicles for travel to Board meetings, when practicable.</p> <p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>	
			<p>Finding: Disbursements to Providers</p> <p>DMS and the Board continued to execute payments to providers who, contrary to DMS and Board rules, failed to complete and file required sworn invoices.</p> <p>Recommendation: We again recommend that DMS and the Board ensure that disbursements to providers are made only upon receipt of sworn invoices meeting the requirements of DMS and Board rules.</p>	<p>Concur: The Board concurs with this recommendation. All invoices received from the service providers were sworn / notarized invoices; however, the certification statement for one service provider was omitted on two of their submitted invoices. On March 4, 2010, DMS staff supporting the Board received the certification statement for the two invoices that did not previously include the required certification statement. DMS and the Board will review all required documentation submitted, to ensure that disbursements to providers are made only upon receipt of sworn invoices with the requirements of DMS and Board rules.</p>	

				<p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>	
			<p>Finding: Interest Earnings Disbursement to Counties</p> <p>The interest earnings disbursement paid to counties was calculated incorrectly.</p> <p>Recommendation: To ensure that future interest earnings disbursements are accurate, we recommend that DMS and the Board strengthen procedures over the interest earnings disbursement calculation. Additionally, we recommend that the underpayment be distributed to the counties in accordance with the interest earnings distribution rate.</p>	<p>Concur: The Board concurs with this recommendation. The Board's independent accounting firm has been reconciling the year to date interest amount per the financial statements to the FLAIR trial balance received on a monthly basis. Upon disbursement of the interest earnings to the counties, the Board's accounting firm will reconcile the amount to be disbursed with FLAIR interest earnings for the period from the last distribution date to the current distribution date. In addition, the underpayment calculated at \$10,179.00 will be distributed at year end in accordance with the interest earnings distribution rate.</p> <p>OIG Position:</p> <p><i>The OIG is scheduled to conduct a follow-up review of the status of implementation of this recommendation in Fiscal Year 2010-11.</i></p>	



FISCAL YEAR 2011-12

**INFORMATION
SERVICES**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**INFORMATION
SERVICES**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72900300 Information Services/Telecommunications Services
Fund: 2339 Grants & Donations Trust
Specific Authority: _____
Purpose of Fees Collected: _____

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
X	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION	ACTUAL	ESTIMATED	REQUEST
	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12

Receipts:

Transfer from Federal Government-NTIA	-	-	
Transfer from FDLE			
Refunds Reimbursements	-		
Sales of Goods & Services-Training			
Interest Earnings			
Total Fee Collection to Line (1) - Section III	-	-	-

SECTION II - FULL COSTS

Direct Costs:

Salaries and Benefits			
Other Personal Services			
NTIA- Broadband Svcs Deployment-ARRA 2009	-	-	
Security Planning Sessions (Admin Funds)		-	
Domestic Security (Back of the Bill)	-		
Domestic Security (PSIC) 100851		-	
Florida Interoperability Network (BOB)		-	

Indirect Costs Charged to Trust Fund:

TR to 2021-Admin.Assess.Fee			
8% Service Charge to G. R.			
Transfer to GR	-	12,511	
A/P not Certified Forward	-		
Total Full Costs to Line (2) - Section III	-	12,511	-

Basis Used: _____

SECTION III - SUMMARY

TOTAL SECTION I	(A)	-	-	-
TOTAL SECTION II	(B)	-	12,511	-
TOTAL - Surplus/Deficit	(C)	-	(12,511)	-

EXPLANATION:

Negative balances offset by cash balance brought forward (See Schedule I)

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	GRANTS AND DONATIONS TRUST
LAS/PBS Fund Number:	INFORMATION SERVICES (72900300)
	2339

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	12,511	(A)			12,511
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments		(C)			0
ADD: Outstanding Accounts Receivable	0	(D)	0		0
Total Cash plus Accounts Receivable	12,511	(F)	0		12,511
LESS Allowances for Uncollectibles		(G)			0
LESS Approved "A" Certified Forwards	0	(H)			0
Approved "B" Certified Forwards	0	(H)			0
Approved "FCO" Certified Forwards		(H)			0
LESS: Other Accounts Payable		(I)			0
Unreserved Fund Balance, 07/01/10	12,511	(K)	0		12,511**

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.



FISCAL YEAR 2011-12

**PUBLIC EMPLOYEES
RELATIONS
COMMISSION**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**PUBLIC EMPLOYEES
RELATIONS
COMMISSION**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period: 2011-12**
Program: 72920100 Public Employees Relations Commission
Fund: 2558 PERC Trust
Specific Authority: 212.2(6)(d)(3)
Purpose of Fees Collected: To help defray the cost of providing publications, subscriptions, and copies of records and documents.

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Receipts:				
Interest Earnings		8,879	8,000	8,000
Refunds/Reimbursements		35,007	-	-
Local Government half-cent Sales Tax		1,320,799	1,400,000	1,500,000
Total Fee Collection to Line (1) - Section III		1,364,685	1,408,000	1,508,000

SECTION II - FULL COSTS

Direct Costs:				
Salaries and Benefits		1,212,631	1,232,193	1,234,606
Other Personal Services		18,493	53,628	53,628
Expenses		289,464	354,664	354,664
Operating Capital Outlay		-	5,721	5,721
S.C.: Contracted Services		30,750	32,500	32,500
S.C.: Risk Management Insurance		23,394	12,542	12,542
S.C.: HR Outsourcing Contract		5,814	6,024	6,024
Data Processing Services-SSRC		3,417	19,127	19,127

Indirect Costs Charged to Trust Fund:

Transfer to 2021-Admin Assess Fee Refunds		25,498	25,498	25,498
8% Srvc Chrg to GR		710	640	640
6/30/2009 CF B Paid		22,743	-	-
Adj. to Line A for Comp Leave Liability		(40,679)	-	-
Unfunded Budget @ 6/30/2012		-	(500,000)	-
Reserve for Pay Package		-	-	-
5% Trust Fund Reserve		-	-	68,792
Total Full Costs to Line (2) - Section III		1,592,235	1,242,537	1,813,742

Basis Used: Accrual

SECTION III - SUMMARY

TOTAL SECTION I	(A)	1,364,685	1,408,000	1,508,000
TOTAL SECTION II	(B)	1,592,235	1,242,537	1,813,742
TOTAL - Surplus/Deficit	(C)	(227,550)	165,463	(305,742)

EXPLANATION:

Negative balances offset by cash balance brought forward (See Schedule I)

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SERVICES
Budget Entity:	PUBLIC EMPLOYEES RELATIONS COMMISSION TRUST
LAS/PBS Fund Number:	PUBLIC EMPLOYEES RELATIONS COMMISSION TRUST (72920100)
	2558

	Balance as of 6/30/2010	SWFS* Adjustments	Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	19,899 (A)		19,899
ADD: Other Cash (See Instructions)			0
ADD: Investments	338,154 (C)		338,154
ADD: Outstanding Accounts Receivable	730 (D)	2,757	3,487
Total Cash plus Accounts Receivable	358,783 (F)		361,540
LESS Allowances for Uncollectibles			0
LESS Approved "A" Certified Forwards	28,331 (H)		28,331
Approved "B" Certified Forwards	0 (H)		0
LESS: Other Accounts Payable (Nonoperating)	164 (H)		164
LESS: Other Accounts Payable (Nonoperating)			0
Unreserved Fund Balance, 07/01/10	330,287 (K)		333,044 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title: 720000 MANAGEMENT SERVICES
Trust Fund Title: Public Employees Relations Commission TF
LAS/PBS Fund Number: 2558

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-10 **68,310** (A)

Add/Subtract:

(B)

Certified Forward B recorded on Schedule 1C
Not Recorded in FLAIR

Compensated Absences Liability recorded In FLAIR As A Liability/
Not Recorded On Schedule 1C **261,977**

Other Adjustment(s):

Statewide Post Closing Adjustment @ June 30, 2010 **2,757.00** (C)

ADJUSTED BEGINNING TRIAL BALANCE: **333,044** (D)

UNRESERVED FUND BALANCE, SCHEDULE IC **333,044** (E)

DIFFERENCE: **0** (F)*

***SHOULD EQUAL ZERO.**

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011 - 2012

Department: Management Services
Public Employees Relations Commission

Chief Internal Auditor: John W. Davis

Budget Entity: (PERC)

Phone Number: (850) 487-9476

(1)	(2)	(3)	(4)	(5)	(6)
REPORT NUMBER	PERIOD ENDING	UNIT/AREA	SUMMARY OF FINDINGS AND RECOMMENDATIONS	SUMMARY OF CORRECTIVE ACTION TAKEN	ISSUE CODE
			There are no issues or findings to report for PERC.		

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72920100 Public Employees Relations Commission
Fund: 2558 Public Employees Relations Commission Trust

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Local Government Half-Cent Sales Tax	333,044	498,507	192,765
<u>FUNDING SOURCE-NON-STATE</u>			
TOTALS*	333,044	498,507	192,765

***Must agree to amounts on Schedule I, Section IV, Line I.**



FISCAL YEAR 2011-12

**FLORIDA COMMISSION
ON HUMAN RELATIONS**

**EXHIBITS
OR
SCHEDULES**



FISCAL YEAR 2011-12

**FLORIDA COMMISSION
ON HUMAN RELATIONS**

SCHEDULE I SERIES

SCHEDULE 1A: DETAIL OF FEE COLLECTION AND RELATED PROGRAM COSTS

Department: 72 Management Services **Budget Period:** 2011-12
Program: 72950100 Commission on Human Relations
Fund: 2510 Operating Trust
Specific Authority: 2006-79, Laws of Florida
Purpose of Fees Collected: _____

Type of Fee or Program: (Check **ONE** Box and answer questions as indicated.)

<input type="checkbox"/>	Regulatory services or oversight to businesses or professions (Complete Sections I, II, and III and attach Examination of Regulatory Fees Form - Part I and II.)
<input checked="" type="checkbox"/>	Non-regulatory fees authorized to cover full cost of conducting a specific program or service. (Complete Sections I, II, and III only.)

	(1)	(2)	(3)	(4)
SECTION I - FEE COLLECTION		ACTUAL	ESTIMATED	REQUEST
		FY 2009 - 2010	FY 2010 - 2011	FY 2011 - 2012
Receipts:				
HUD Registration		35,420	35,420	35,420
HUD Grant		1,100,280	800,000	800,000
EEOC Grant		531,550	577,500	577,500
Interest Earnings		11,222	11,000	11,000
Refunds & Reimbursements		6,062		
Total Fee Collection to Line (1) - Section III		1,684,534	1,423,920	1,423,920

SECTION II - FULL COSTS

Direct Costs:				
Salaries and Benefits		737,955	867,568	870,175
Other Personal Services		33,215	1,040	1,040
Expenses		202,338	244,326	244,326
Operating Capital Outlay				
Transfer to Admin Hearings		-	-	-
Contracted Services		26,366	1,000	1,000
Risk Management Insurance		12,307	11,608	11,608
HR Statewide Contract		5,380	5,574	5,574
Data Processing SSRC		5,185	43,896	43,896

Indirect Costs Charged to Trust Fund:

Admin Assessment Fee		71,820	63,422	63,422
Service Charge to G/R - 8%		2,898	3,714	3,714
5% Trust Fund Reserve				1,771
Reserve for Pay Package				
Certified Forward A Reversions @ 9/30/20		(431)		
Certified Forward Reversions @ 9/30/2010		-	(6,256)	
Total Full Costs to Line (2) - Section III		1,097,033	1,235,891	1,246,526

Basis Used: _____

SECTION III - SUMMARY

TOTAL SECTION I	(A)	1,684,534	1,423,920	1,423,920
TOTAL SECTION II	(B)	1,097,033	1,235,891	1,246,526
TOTAL - Surplus/Deficit	(C)	587,501	188,029	177,394

EXPLANATION:

See 2339 for Actual FY 2005-06 and Estimated FY 2006-07 Information

SCHEDULE 1B: DETAIL OF UNRESERVED FUND BALANCES

Budget Period: 2011 - 12

Department: 72 Management Services
Budget Entity: 72950100 Commission on Human Relations
Fund: 2510 Operating Trust Fund

(1)	(2)	(3)	(4)
	ACTUAL	ESTIMATED	REQUEST
<u>FUNDING SOURCE-STATE</u>	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12
Federal Contracts for HUD & EEOC	349,751	537,779	715,173
TOTALS*	349,751	537,779	715,173

***Must agree to amounts on Schedule I, Section IV, Line I.**

SCHEDULE IC: RECONCILIATION OF UNRESERVED FUND BALANCE

Department Title:	Budget Period: 2011 - 2012
Trust Fund Title:	MANAGEMENT SER
Budget Entity:	OPERATING TRUST FUND
LAS/PBS Fund Number:	COMMISSION ON HUMAN RELATIONS (72950100)
	2510

	Balance as of 6/30/2010		SWFS* Adjustments		Adjusted Balance
Chief Financial Officer's (CFO) Cash Balance	30,238	(A)			30,238
ADD: Other Cash (See Instructions)		(B)			0
ADD: Investments	363,278	(C)			363,278
ADD: Outstanding Accounts Receivable	1,089	(D)			1,089
Anticipated Revenue			0		0
Total Cash plus Accounts Receivable	394,604	(F)	0		394,604
LESS Allowances for Uncollectibles		(G)			0
LESS Approved "A" Certified Forwards	43,149	(H)			43,149
Approved "B" Certified Forwards		(H)			0
LESS: Other Accounts Payable(Non-Operating)	1,704	(H)			1,704
LESS: Other Accounts Payable Other		(I)			0
Unreserved Fund Balance, 07/01/10	\$ 349,751	(K)	0		349,751 **

Notes:

*SWFS = Statewide Financial Statement

** This amount should agree with Line I, Section IV of the Schedule I for the most recent completed fiscal year and Line A for the following year.

RECONCILIATION: BEGINNING TRIAL BALANCE TO SCHEDULE I and IC

Budget Period: 2011 - 2012

Department Title:	<u>72000 MANAGEMENT SERVICES</u>
Trust Fund Title:	<u>Commission of Human Relations Operating TF</u>
LAS/PBS Fund Number:	<u>2510</u>

BEGINNING TRIAL BALANCE:

Unreserved Fund Balance Per Trial Balance, 07-01-09	<input type="text" value="356,007"/> (A)
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Add/Subtract:

Compensated Leave Liability in FLAIR Not on Schedule 1C	<input type="text" value="(6,256.00)"/> (B)
--	---

Certified Forward B recored on Schedule 1C Not Recorded in FLAIR	<input type="text" value="0"/>
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Other Adjustment(s):

Statewide Post Closing adjustment to Accounts Receivable	<input type="text"/> (C)
--	--------------------------

<input type="text"/> (C)

ADJUSTED BEGINNING TRIAL BALANCE:	<input type="text" value="349,751"/> (D)
--	--

UNRESERVED FUND BALANCE, SCHEDULE IC	<input type="text" value="349,751"/> (E)
---	--

DIFFERENCE:	<input type="text" value="0"/> (F)*
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***SHOULD EQUAL ZERO.**

SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2009 - 2010

Department: Department of Management Services

Chief Internal Auditor: Jamila Moran

Budget Entity: Human Relations Commission

Phone Number: (850) 488-7082, extension 1020

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
			<p style="text-align: center;">There were no major audits of the Commission during FY 2009-2010.</p>		

Fiscal Year 2011-12 LBR Technical Review Checklist (Rev. 10-13-2010)

Department\Budget Entity (Service): MANAGEMENT SERVICES

Agency Budget Officer / OPB Analyst Name: DEBRA FORBESS / GINO BETTA

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)				
	72010100	72010300	72400100	72400200	72600100

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A36, A90, A91, A92, A93, A94, A95, IA1, IA4, IA5, IP1,V1, 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
3.2 Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	Y	Y	Y	Y	Y

AUDITS:

Action	Program or Service (Budget Entity Codes)				
	72010100	72010300	72400100	72400200	72600100
3.3 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
3.4 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.)	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.) Total Department should not exceed \$5,000.	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)				
	72010100	72010300	72400100	72400200	72600100
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 2009-10 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 69 of the LBR Instructions?	Y	Y	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	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	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	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?	Y	Y	Y	Y	Y
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 #11-006?	Y	Y	Y	Y	Y

Action	Program or Service (Budget Entity Codes)				
	72010100	72010300	72400100	72400200	72600100
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
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.)	Y	Y	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 (36XXXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	Y	Y	Y	Y	Y
7.17 Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	Y	Y	Y	Y	Y
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)	Y	Y	Y	Y	Y
7.20 Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	Y	Y	Y	Y	Y
7.21 Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	Y	Y	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))	Y	Y	Y	Y	Y
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.					

Action	Program or Service (Budget Entity Codes)				
	72010100	72010300	72400100	72400200	72600100
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?	Y	Y	Y	Y	Y
8.2 Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Y	Y	Y	Y	Y
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)?	Y	Y	Y	Y	Y
8.4 Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	N/A	N/A	N/A	N/A	N/A
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)?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
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?	N/A	N/A	N/A	N/A	N/A
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?	N/A	N/A	N/A	N/A	N/A
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)?	Y	Y	Y	Y	Y
8.10 Are the statutory authority references correct?	Y	Y	Y	Y	Y
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.)	Y	Y	Y	Y	Y
8.12 Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Y	Y	Y	Y	Y

Action	Program or Service (Budget Entity Codes)				
	72010100	72010300	72400100	72400200	72600100
8.13 If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Y	Y	Y	Y	Y
8.14 Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Y	Y	Y	Y	Y
8.15 Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	N/A	N/A	N/A	N/A	N/A
8.16 Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Y	Y	Y	Y	Y
8.17 If applicable, are nonrecurring revenues entered into Column A04?	Y	Y	Y	Y	Y
8.18 Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
8.20 Are appropriate service charge nonoperating amounts included in Section II?	Y	Y	Y	Y	Y
8.21 Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Y	Y	Y	Y	Y
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.)	Y	Y	Y	Y	Y
8.23 Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Y	Y	Y	Y	Y
8.24 Are prior year September operating reversions appropriately shown in column A01?	Y	Y	Y	Y	Y
8.25 Are current year September operating reversions appropriately shown in column A02?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
8.28 Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Y	Y	Y	Y	Y
AUDITS:					
8.29 Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Y	Y	Y	Y	Y
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")	Y	Y	Y	Y	Y
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)	Y	Y	Y	Y	Y

Action	Program or Service (Budget Entity Codes)				
	72010100	72010300	72400100	72400200	72600100
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 125 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 157 of the LBR Instructions.)	Y	Y	Y	Y	Y
10. SCHEDULE III (PSCR, SC3)					
10.1 Is the appropriate lapse amount applied in Segment 3? (See page 87 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
10.2 Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 94 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	N/A	N/A	N/A
11. SCHEDULE IV (EADR, SC4)					
11.1 Are the correct Information Technology (IT) issue codes used?	Y	Y	Y	Y	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)					
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?	Y	Y	Y	Y	Y
13. SCHEDULE VIIIB-1 (EADR, S8B1)					
13.1 Do the reductions comply with the instructions provided on pages 98 through 101 of the LBR Instructions regarding a 5% reduction in recurring and nonrecurring General Revenue and Trust Funds?	Y	Y	Y	Y	Y
14. SCHEDULE VIIIB-2 (EADR, S8B2)					
14.1 Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 15% reduction in recurring General Revenue and Trust Funds?	Y	Y	Y	Y	Y
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:					

Action	Program or Service (Budget Entity Codes)				
	72010100	72010300	72400100	72400200	72600100
15.3 Does the FY 2009-10 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 08XXXXX or 14XXXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	Y	Y	Y	Y	Y
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 110 through 154 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?	Y	Y	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?	Y	Y	Y	Y	Y
17.2 Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	Y	Y	Y	Y	Y
17.3 Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	Y	Y	Y	Y	Y
17.4 Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	Y	Y	Y	Y	Y
17.5 Are the appropriate counties identified in the narrative?	Y	Y	Y	Y	Y
17.6 Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	Y	Y	Y	Y	Y

		Program or Service (Budget Entity Codes)				
Action		72010100	72010300	72400100	72400200	72600100
<p>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.</p>						
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 2011-12 LBR Technical Review Checklist (Rev. 10-13-2010)

Department\Budget Entity (Service): MANAGEMENT SERVICES
Agency Budget Officer / OPB Analyst Name: DEBRA FORBESS / GINO BETTA

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.

	Program or Service (Budget Entity Codes)				
Action	72600200	72600300	72600400	72600500	72750100

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A36, A90, A91, A92, A93, A94, A95, IA1, IA4, IA5, IP1,V1, 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
3.2 Are the 33XXXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	Y	Y	Y	Y	Y

AUDITS:

3.3 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
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Action	Program or Service (Budget Entity Codes)				
	72600200	72600300	72600400	72600500	72750100
3.4 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.					
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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.)	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.)	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.					
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 2009-10 approved budget. Amounts should be positive.					

Action	Program or Service (Budget Entity Codes)				
	72600200	72600300	72600400	72600500	72750100
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 69 of the LBR Instructions?	Y	Y	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	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	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	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?	Y	Y	Y	Y	Y
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 #11-006?	Y	Y	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	Y	Y
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)				
	72600200	72600300	72600400	72600500	72750100
7.13 Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	Y	Y	Y	Y	Y
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.)	Y	Y	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 (36XXXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	Y	Y	Y	Y	Y
7.17 Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	Y	Y	Y	Y	Y
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)	Y	Y	Y	Y	Y
7.20 Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	Y	Y	Y	Y	Y
7.21 Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	Y	Y	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))	Y	Y	Y	Y	Y
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).					

Action		Program or Service (Budget Entity Codes)				
		72600200	72600300	72600400	72600500	72750100
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?	Y	Y	Y	Y	Y
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Y	Y	Y	Y	Y
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)?	Y	Y	Y	Y	Y
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	N/A	N/A	N/A	N/A	N/A
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)?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
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?	N/A	N/A	N/A	N/A	N/A
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?	N/A	N/A	N/A	N/A	N/A
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)?	Y	Y	Y	Y	Y
8.10	Are the statutory authority references correct?	Y	Y	Y	Y	Y
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.)	Y	Y	Y	Y	Y
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Y	Y	Y	Y	Y
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Y	Y	Y	Y	Y
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Y	Y	Y	Y	Y
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	N/A	N/A	N/A	N/A	N/A
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Y	Y	Y	Y	Y
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Y	Y	Y	Y	Y

Action	Program or Service (Budget Entity Codes)				
	72600200	72600300	72600400	72600500	72750100
8.18 Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
8.20 Are appropriate service charge nonoperating amounts included in Section II?	Y	Y	Y	Y	Y
8.21 Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Y	Y	Y	Y	Y
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.)	Y	Y	Y	Y	Y
8.23 Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Y	Y	Y	Y	Y
8.24 Are prior year September operating reversions appropriately shown in column A01?	Y	Y	Y	Y	Y
8.25 Are current year September operating reversions appropriately shown in column A02?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
8.28 Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Y	Y	Y	Y	Y
AUDITS:					
8.29 Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Y	Y	Y	Y	Y
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")	Y	Y	Y	Y	Y
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)	Y	Y	Y	Y	Y
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 125 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)					

Action	Program or Service (Budget Entity Codes)				
	72600200	72600300	72600400	72600500	72750100
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 157 of the LBR Instructions.)	Y	Y	Y	Y	Y
10. SCHEDULE III (PSCR, SC3)					
10.1 Is the appropriate lapse amount applied in Segment 3? (See page 87 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
10.2 Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 94 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	N/A	N/A	N/A
11. SCHEDULE IV (EADR, SC4)					
11.1 Are the correct Information Technology (IT) issue codes used?	Y	Y	Y	Y	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)					
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?	Y	Y	Y	Y	Y
13. SCHEDULE VIIIB-1 (EADR, S8B1)					
13.1 Do the reductions comply with the instructions provided on pages 98 through 101 of the LBR Instructions regarding a 5% reduction in recurring and nonrecurring General Revenue and Trust Funds?	Y	Y	Y	Y	Y
14. SCHEDULE VIIIB-2 (EADR, S8B2)					
14.1 Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 15% reduction in recurring General Revenue and Trust Funds?	Y	Y	Y	Y	Y
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 2009-10 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")	Y	Y	Y	Y	Y

Action	Program or Service (Budget Entity Codes)				
	72600200	72600300	72600400	72600500	72750100
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 110 through 154 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?	Y	Y	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?	Y	Y	Y	Y	Y
17.2 Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	Y	Y	Y	Y	Y
17.3 Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	Y	Y	Y	Y	Y
17.4 Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	Y	Y	Y	Y	Y
17.5 Are the appropriate counties identified in the narrative?	Y	Y	Y	Y	Y
17.6 Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	Y	Y	Y	Y	Y
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 2011-12 LBR Technical Review Checklist (Rev. 10-13-2010)

Department\Budget Entity (Service): MANAGEMENT SERVICES
Agency Budget Officer / OPB Analyst Name: DEBRA FORBESS / GINO BETTA

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.

	Program or Service (Budget Entity Codes)				
Action	72750200	72750300	72900100	72900200	72920100

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A36, A90, A91, A92, A93, A94, A95, IA1, IA4, IA5, IP1,V1, 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
3.2 Are the 33XXXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	Y	Y	Y	Y	Y

AUDITS:

3.3 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
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Action	Program or Service (Budget Entity Codes)				
	72750200	72750300	72900100	72900200	72920100
3.4 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.)	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.)	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.					
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 2009-10 approved budget. Amounts should be positive.					

Action	Program or Service (Budget Entity Codes)				
	72750200	72750300	72900100	72900200	72920100
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 69 of the LBR Instructions?	Y	Y	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	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	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	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?	Y	Y	Y	Y	Y
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 #11-006?	Y	Y	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	Y	Y
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)				
	72750200	72750300	72900100	72900200	72920100
7.13 Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	Y	Y	Y	Y	Y
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.)	Y	Y	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 (36XXXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	Y	Y	Y	Y	Y
7.17 Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	Y	Y	Y	Y	Y
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)	Y	Y	Y	Y	Y
7.20 Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	Y	Y	Y	Y	Y
7.21 Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	Y	Y	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))	Y	Y	Y	Y	Y
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).					

Action		Program or Service (Budget Entity Codes)				
		72750200	72750300	72900100	72900200	72920100
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?	Y	Y	Y	Y	Y
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Y	Y	Y	Y	Y
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)?	Y	Y	Y	Y	Y
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	N/A	N/A	N/A	N/A	N/A
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)?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
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?	N/A	N/A	N/A	N/A	N/A
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?	N/A	N/A	N/A	N/A	N/A
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)?	Y	Y	Y	Y	Y
8.10	Are the statutory authority references correct?	Y	Y	Y	Y	Y
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.)	Y	Y	Y	Y	Y
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Y	Y	Y	Y	Y
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Y	Y	Y	Y	Y
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Y	Y	Y	Y	Y
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	N/A	N/A	N/A	N/A	N/A
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Y	Y	Y	Y	Y
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Y	Y	Y	Y	Y

Action	Program or Service (Budget Entity Codes)				
	72750200	72750300	72900100	72900200	72920100
8.18 Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
8.20 Are appropriate service charge nonoperating amounts included in Section II?	Y	Y	Y	Y	Y
8.21 Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Y	Y	Y	Y	Y
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.)	Y	Y	Y	Y	Y
8.23 Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Y	Y	Y	Y	Y
8.24 Are prior year September operating reversions appropriately shown in column A01?	Y	Y	Y	Y	Y
8.25 Are current year September operating reversions appropriately shown in column A02?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
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?	Y	Y	Y	Y	Y
8.28 Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Y	Y	Y	Y	Y
AUDITS:					
8.29 Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Y	Y	Y	Y	Y
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")	Y	Y	Y	Y	Y
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)	Y	Y	Y	Y	Y
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 125 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)					

Action	Program or Service (Budget Entity Codes)				
	72750200	72750300	72900100	72900200	72920100
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 157 of the LBR Instructions.)	Y	Y	Y	Y	Y
10. SCHEDULE III (PSCR, SC3)					
10.1 Is the appropriate lapse amount applied in Segment 3? (See page 87 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
10.2 Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 94 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	N/A	N/A	N/A
11. SCHEDULE IV (EADR, SC4)					
11.1 Are the correct Information Technology (IT) issue codes used?	Y	Y	Y	Y	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)					
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?	Y	Y	Y	Y	Y
13. SCHEDULE VIIIB-1 (EADR, S8B1)					
13.1 Do the reductions comply with the instructions provided on pages 98 through 101 of the LBR Instructions regarding a 5% reduction in recurring and nonrecurring General Revenue and Trust Funds?	Y	Y	Y	Y	Y
14. SCHEDULE VIIIB-2 (EADR, S8B2)					
14.1 Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 15% reduction in recurring General Revenue and Trust Funds?	Y	Y	Y	Y	Y
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 2009-10 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")	Y	Y	Y	Y	Y

Action	Program or Service (Budget Entity Codes)				
	72750200	72750300	72900100	72900200	72920100
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 110 through 154 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?	Y	Y	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?	Y	Y	Y	Y	Y
17.2 Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	Y	Y	Y	Y	Y
17.3 Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	Y	Y	Y	Y	Y
17.4 Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	Y	Y	Y	Y	Y
17.5 Are the appropriate counties identified in the narrative?	Y	Y	Y	Y	Y
17.6 Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	Y	Y	Y	Y	Y
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 2011-12 LBR Technical Review Checklist (Rev. 10-13-2010)

Department\Budget Entity (Service): MANAGEMENT SERVICES
Agency Budget Officer / OPB Analyst Name: DEBRA FORBESS / GINO BETTA

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.

	Program or Service (Budget Entity Codes)				
Action	72950100				

1. GENERAL					
1.1	Are Columns A01, A02, A04, A05, A36, A90, A91, A92, A93, A94, A95, IA1, IA4, IA5, IP1, V1, 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			
1.2	Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y			
AUDITS:					
1.3	Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y			
1.4	Has security been set correctly? (CSDR, CSA)	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			
2.2	Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	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			
2.4	Have the coding guidelines in <i>Section 3</i> of the LBR Instructions (pages 15 through 27) been followed?	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			
3.2	Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	Y			
AUDITS:					
3.3	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			

		Program or Service (Budget Entity Codes)				
Action		72950100				
3.4	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	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				
4.2	Is the program component code and title used correct?	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				
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				
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				
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.)	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.					
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 2009-10 approved budget. Amounts should be positive.					

		Program or Service (Budget Entity Codes)			
Action		72950100			
<p>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.</p>					
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			
<p>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.</p>					
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			
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			
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 69 of the LBR Instructions?	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			
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			
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			
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			
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	Y			
7.9	Does the issue narrative reference the specific county(ies) where applicable?	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 #11-006?	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			
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A			

		Program or Service (Budget Entity Codes)				
Action		72950100				
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	Y				
7.14	Do the amounts reflect appropriate FSI assignments?	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				
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)?	Y				
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	Y				
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				
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	Y				
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	Y				
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	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))	Y				
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).					

		Program or Service (Budget Entity Codes)			
Action		72950100			
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?	Y			
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Y			
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)?	Y			
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	N/A			
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)?	Y			
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?	Y			
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?	N/A			
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?	N/A			
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)?	Y			
8.10	Are the statutory authority references correct?	Y			
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.)	Y			
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Y			
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Y			
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Y			
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	N/A			
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Y			
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Y			

		Program or Service (Budget Entity Codes)			
Action		72950100			
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Y			
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?	Y			
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Y			
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Y			
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.)	Y			
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Y			
8.24	Are prior year September operating reversions appropriately shown in column A01?	Y			
8.25	Are current year September operating reversions appropriately shown in column A02?	Y			
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?	Y			
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?	Y			
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Y			
AUDITS:					
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Y			
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")	Y			
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)	Y			
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 125 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)					

		Program or Service (Budget Entity Codes)				
Action		72950100				
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 157 of the LBR Instructions.)	Y				
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 87 of the LBR Instructions.)	N/A				
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 94 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	N/A				
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	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)						
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?	Y				
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	Do the reductions comply with the instructions provided on pages 98 through 101 of the LBR Instructions regarding a 5% reduction in recurring and nonrecurring General Revenue and Trust Funds?	Y				
14. SCHEDULE VIIIB-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 15% reduction in recurring General Revenue and Trust Funds?	Y				
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				
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				
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:						
15.3	Does the FY 2009-10 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	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				
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")	Y				

		Program or Service (Budget Entity Codes)				
Action		72950100				
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				
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				
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 110 through 154 of the LBR Instructions), and are they accurate and complete?	Y				
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y				
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	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?	Y				
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	Y				
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	Y				
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	Y				
17.5	Are the appropriate counties identified in the narrative?	Y				
17.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	Y				
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				