

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE FLORIDA DEPARTMENT OF CORRECTIONS**

**AND**

**CENTURION OF FLORIDA, LLC**

This Memorandum of Agreement (“Agreement”) is between the Florida Department of Corrections (“Department”), and Centurion of Florida, LLC (“Participating Entity”), which are the parties hereto.

**WITNESSETH**

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Chapters 490, 491, and 945, Florida Statutes.

WHEREAS, the Department is a State of Florida agency charged with supervisory and protective care, custody, and control of the inmates, buildings, grounds, property, and all other matters pertaining to the imprisonment, correction, and rehabilitation of adult offenders; and

WHEREAS, this Agreement establishes the general conditions and joint processes that will enable the Department to collaborate as partners with the Participating Entity for the purpose of ensuring the operational integrity of the Department’s Doctoral Psychology Internship Program and the Post-Doctoral Psychology Residency Program.

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

**I. TERM OF AGREEMENT**

This Agreement shall begin on the date on which it is signed by both parties, whichever is later, and shall end at midnight on January 31, 2018. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

This Agreement may be renewed for up to three (3) years, or any portion thereof, after the initial agreement term upon the same terms and conditions contained herein, and upon agreement of both parties. Exercise of the renewal option is at the Department’s sole discretion and shall be conditioned, at a minimum, on the Participating Entity’s performance of this Agreement. The Department, if it desires to exercise its renewal option, will provide written notice to the Participating Entity no later than thirty (30) days prior to the Agreement expiration date. The renewal term shall be considered separate and shall require the exercise of a renewal amendment that shall be signed by both parties.

**II. SCOPE OF AGREEMENT**

A. Overview

The Florida Department of Corrections has implemented a highly successful and competitive Doctoral Internship Program in Clinical Psychology (Internship) and a Postdoctoral Residency Program in Clinical Psychology (Residency). The Internship program was

developed first and has been granted membership in the Association of Psychology Postdoctoral and Internship Centers (APPIC) since 2007, and has been accredited by the American Psychological Association (APA) since 2010. The Residency program has been a member of APPIC since 2014, and is currently applying for accreditation by APA.

The Department's Internship and Residency programs are designed as "Train and Retain" programs to prepare individuals for the competent practice of professional psychology in correctional settings upon graduation. Typically, 50% of the graduates take positions within the Florida Department of Corrections system at the end of their training with the Department. Graduates have served in many institutions as psychologists, psychological services directors, regional mental health directors, and Assistant Wardens.

Four (4) interns will train at several institutions throughout their year with the Department; and are based at Zephyrhills Correctional Institution (CI), with rotations to Lowell Annex, Florida Women's Reception Center, Lake CI, and occasionally other sites. Two (2) residents will train at Zephyrhills CI, where they spend six (6) months providing inpatient services and six (6) months providing outpatient services. The Department's Office of Health Services will be expanding its Residency Program with two (2) additional residents starting in September 2016. The four (4) residents will train at Zephyrhills CI (near Tampa, Florida), Florida Women's Reception Center, and Lowell Annex (Ocala, Florida). The training year runs from September 1<sup>st</sup> to August 31<sup>st</sup>.

The Internship and Residency programs serve an important recruitment function for our contractors and the Department. This memorandum is intended to provide the framework for joint support of these programs as the Participating Entity assumes responsibility for mental health services within Florida.

**B. Responsibilities of the Department**

1. The Internship and Residency programs will continue to be sponsored, directed, and managed by the Department.
2. The Department will continue to be ultimately responsible for the content, design, coordination, control, direction, and organization of both programs' training activities and resources.
3. The Department will determine the programs' eligibility requirements, training activities, methods of recruitment, selection, evaluation, and termination of interns and residents.
4. The Department will be responsible for maintenance of the programs' public information (website), Brochure, Training Manual, and all records.
5. The Department will be responsible for the solicitation, identification, and selection of the Training Director. Responsibilities of the Training Director include, but are not limited to, the following:
  - a. The Training Director will chair the Training Committee for both the Internship and the Residency programs, which will meet quarterly and more often as needed. The Internship and Residency President, or designee, and an Adjunct Faculty member employed by the Department will serve on both Training Committees.

- b. The Training Director will be responsible for evaluating and approving all Faculty Training Supervisors, Adjunct Faculty, Resource Faculty, Training Committee Members, and Staff Assistant.
- c. The Training Director will make sure that all new intern and resident applications are made available for review by all members of the Training Committee. Interviews will be open to all members of the Training Committee. The Training Director and Assistant Training Director will coordinate and participate in all interviews. The Training Director, with input from the Assistant Training Director, the current residents and interns, and Training Committee members, will select and rank applicants to be offered positions. The rank order list will be submitted to the Training Committee and approved by majority vote. Ranking and offers of employment must be made in compliance with APPIC and National Matching Services rules and guidelines.
- d. The Department will provide office space within each health services unit. The institution shall provide and maintain presently available utilized office space, building fixtures, and other items for the Participating Entity's use to ensure the efficient operation of the Agreement. The Department will maintain and repair the office space assigned to the Participating Entity, if necessary, including painting as needed, and will provide building utilities necessary for the performance of the Agreement, as determined necessary by the Department. The Participating Entity shall operate the space provided in an energy efficient manner.

**C. Responsibilities of the Participating Entity**

1. The Participating Entity will pay the four (4) Interns each year as contracted staff in credentialed positions equivalent to the Department's Behavioral Specialist, with a start date of September 1<sup>st</sup>, each year. Interns will be based at Zephyrhills CI and work at several other institutions (including Lake CI, Florida Women's Reception Center, and Lowell Annex) over their year of training. Interns will be compensated by the Participating Entity at the rate of \$26.32 per hour, for 1,900 hours.
2. The Participating Entity will pay the four (4) Postdoctoral Residents each year as contracted staff in credentialed positions equivalent to the Department's Senior Behavioral Analyst, with a start date of September 1<sup>st</sup>, each year. Residents will work at Florida Women's Reception Center, Lowell Annex, and Zephyrhills CI during their year of training. Residents will be compensated by the Participating Entity at the rate of \$37.90 per hour, for 1,900 hours.
3. The Participating Entity will hire a Staff Assistant, who will be approved by the Training Director. The Staff Assistant will be based at Zephyrhills CI, and will be compensated at the rate of at least \$16.50 per hour. The Staff Assistant will be available full-time to support the Internship and Residency Training Director. The requirements for the Staff Assistant include, but are not limited to, a high level of literacy, executive organizational skills, professional interpersonal skills, able to manage large documents and data files using MS Word and MS Excel, and capable of carefully managing confidential and sensitive information. The Staff Assistant's duties will include, but are not limited to:
  - the collection and entry of weekly, monthly, and annual data;
  - organizing and maintaining electronic and hard copy files of retrospective and prospective information;

- preparation of electronic and paper forms;
  - preparation of confidential materials for scanning, copying, and emailing;
  - manipulation of power point files, handling power point projection, and video equipment needed for training activities;
  - preparation/word processing of complex documentation for memberships and accreditations;
  - manipulation of data;
  - local and long-distance phone calls;
  - emails within and outside of the Participating Entity; and
  - coordinating schedules necessary for the training, selection, and interviewing processes.
4. The Participating Entity will appoint at least one (1) licensed Psychologist at Zephyrhills CI, one (1) licensed Psychologist at Lowell CI, one (1) licensed Psychologist at the Florida Women's Reception Center, and one (1) licensed Psychologist at Lake CI, who will be approved by the Training Director, to serve as Faculty Training Supervisors of interns and residents. The Psychological Services Director at Zephyrhills CI will be approved by the Training Director to serve as both a Faculty Training Supervisor and as the Assistant Training Director for the Internship and Residency. The Assistant Training Director will serve on the Internship and Residency Training Committees. Another one of the Faculty Training Supervisors employed by the Participating Entity will serve on the Training Committees.
  5. The Faculty Training Supervisors will provide each intern and resident with two (2) hours of individual face-to-face clinical supervision each week. Additionally, they will provide the interns and residents, as a group, with two (2) hours of group supervision and two (2) hours of training activities each week, such as Case Conferences, Grand Rounds, and Seminars, as requested and approved by the Training Director. The Faculty Training Supervisors will provide each intern and resident with live supervision of therapy and will supervise at least 30 psychological evaluations completed by the interns and residents.
  6. The Participating Entity will ensure the interns, residents, Staff Assistant, Faculty Training Supervisors, Assistant Training Director, and Training Director, are each allocated individual offices with a desk, chairs, a file cabinet, a bookcase, a phone, and a computer, as well as needed materials including office supplies, office equipment (printers, scanners, power point presentation capability, MS Office programs), postal/delivery services, psychological testing materials, training and educational materials, lab coats, and name stamps.

D. Joint Responsibilities

1. The Participating Entity and the Department will coordinate email, electronic data storage, and phone communication between the Training Director, interns, residents, the Faculty Training Supervisors, the Staff Assistant, the interns' university training programs, professional organizations, and community professionals. They will provide access to the internet, literature searches, and a common data storage system that is accessible to the Training Director, Assistant Training Director, interns, residents, and the Staff Assistant.

2. Case assignments and other work assignments of the interns and residents will be made by the Internship and Residency Faculty Training Supervisors, subject to review and approval by the Training Director. Case assignments must be made in a manner that assures that the interns' and residents' year with the Department serves as a training experience rather than as simply "on the job training." The Training Director will be the ultimate authority on case assignments and treatment of patients assigned to interns and residents.
3. The Training Director will be authorized to:
  - review patient charts;
  - observe interns and residents as they assess and treat patients;
  - review the interns' and residents' notes, reports, and other work;
  - participate in Internship and Residency group supervision and training activities;
  - observe Faculty Training Supervisors' interactions with the interns and residents including formal supervision meetings; and
  - observe, guide, and approve the interns and residents activities, including provision of treatment and psychological evaluation.
4. Any performance or disciplinary concerns of the Participating Entity about an intern or resident will be referred in writing to the Training Director. Any grievances of an intern or resident about the Participating Entity or Participating Entity's employees will be presented to the Training Director in writing. Due process and grievance procedures for the interns and residents will be in accordance, respectively, with the Department's Doctoral Psychology Internship and Postdoctoral Psychology Residency policies as outlined in the Training Manuals that can be found at [http://www.fldocjobs.com/intern/Mental\\_Health/manual.html](http://www.fldocjobs.com/intern/Mental_Health/manual.html) and <http://www.fldocjobs.com/psychology-training/residency/manual.html>. In essence, these documents give the Training Committee authority to review and respond to minor problematic behaviors and grievances. Final appeals and final approval of serious decisions, including termination of an intern or resident, or removal of the Participating Entity's staff from contact with interns and residents, will be determined by the Internship and Residency President. The Participating Entity agrees to support the Internship and Residency President's recommendations in these matters.
5. The Participating Entity and the Department will continue to, systematically demonstrate, model, and stimulate in the interns and residents a respect for and understanding of cultural and individual diversity.
6. The Participating Entity and the Department will recognize and agree to support the interns, residents, and their Faculty in abiding by the APA's Ethical Principles of Psychologists and Code of Conduct including the 2010 amendments that can be found at <http://www.apa.org/ethics/code/>.

### **III. FINANCIAL OBLIGATIONS**

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

**IV. AGREEMENT MANAGEMENT**

**A. Department’s Agreement Administrator**

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The address and telephone number of the Department’s Agreement Administrator is:

Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3681  
Fax: (850) 488-7189

**B. Agreement Managers**

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

**FOR THE DEPARTMENT:**

Dean Aufderheide, Ph.D.  
Director of Mental Health Services  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3281  
Fax: (850) 922-6015  
E-mail: [aufderheide.dean@mail.dc.state.fl.us](mailto:aufderheide.dean@mail.dc.state.fl.us)

**FOR THE PARTICIPATING ENTITY:**

Steven Wheeler, CEO  
Centurion of Florida, LLC  
1593 Spring Hill Road, Ste 610  
Vienna, Virginia 22182  
Telephone: (703) 749-4600  
Fax: (703) 749-1630  
E-mail: [swheeler@centurionmcare.com](mailto:swheeler@centurionmcare.com)

**V. REVIEW AND MODIFICATION**

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

Modifications to the provisions of this Agreement, with the exception of Section IV., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement.

**VI. TERMINATION**

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days’ notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the Participating Entity to comply with the terms of this Agreement or any applicable Florida law.

**VII. OTHER CONDITIONS**

A. Institutional Security

In carrying out the provisions of this Agreement, the Participating Entity must comply with all security procedures for vendors doing business in Department's facilities as contained in Department Procedure 602.016, "Entering and Exiting Department of Corrections Institutions", and the Security Requirements for Contractors (DC Form #DC6-264), attached hereto and herein referred to as **Attachment #1**.

B. Public Records Law

The Participating Entity agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the services; (b) allow public access to records in accordance with the provisions of Chapter 119 and Section 945.10, Florida Statutes; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Participating Entity's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the Department's information technology systems. The Participating Entity's failure to comply with this provision shall constitute sufficient cause for termination of this Agreement.

C. Indemnification

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

D. Background Checks

The Participating Entity's staff assigned to this Agreement and any other person performing services pursuant thereto, with the exception of persons holding a current Level 2 clearance, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Agreement period. The Department has full discretion to require the Participating Entity to disqualify, prevent, or remove any staff from any work under the Agreement. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, Florida Statutes. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Participating Entity. The Department shall not confirm to the Participating Entity the

existence or nonexistence of any criminal history record information. In order to carry out this records check, the Participating Entity shall provide, prior to commencing services upon institution property, the following data for any individual contractor or subcontractor's staff assigned to the Agreement: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue.

When providing services within a correctional setting, the Participating Entity shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI)), and results must be submitted to the Department prior to any current or new Participating Entity staff being hired or assigned to work under the Agreement. The Participating Entity shall bear all costs associated with this background screening. The Participating Entity shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

E. Confidentiality

The Participating Entity shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules, and regulations. The Department and the Participating Entity agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Participating Entity agrees to keep all Department personnel information (i.e., DC staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by said Department.

F. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary of Health Services. The Assistant Secretary of Health Services shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Agreement Managers, and the Agreement Administrator.

G. Data Sharing

The Department and the Participating Entity acknowledge their separate obligations to store and disseminate data in compliance with the requirements of Public Records Law, Chapter 119, Florida Statutes, and with other applicable statutes that constitute express exceptions to the requirements of Section 119.07(1), Florida Statutes, by making certain categories of records confidential, exempt from disclosure, or accessible as prescribed by statute. The Participating Entity acknowledges that the data exchanged between them has been provided for official purposes and that public access to such data is limited and prescribed by statute. The Participating Entity therefore agrees, consistent with public records law, to refer third parties requesting delivery of information to the originating party. Participating Entity further agrees to disseminate data only in compliance with confidentiality restrictions and in recognition of the exemptions from disclosure provided by law and to provide advance copies of documents involving the other party's data for review to determine if there has been an inadvertent disclosure of confidential information as described herein prior to publication.



H. Notices

All notices required or permitted by this Agreement shall be given in writing and by hand-delivery or email to the respective addresses of the parties as set forth in Section IV above. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may change the names, addresses, or telephone numbers set forth in Section IV above by written notice given to the other party as provided above.

I. Health Insurance Portability and Accountability Act

The Participating Entity shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8), and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the execution of this Agreement, which includes and incorporates **Attachment #2**, Business Associate Agreement, as part of this Agreement.

J. Prison Rape Elimination Act (PREA)

The Participating Entity will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Participating Entity will also comply with all Department policies and procedures that relate to PREA.

K. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Participating Entity understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

L. Insurance

The Participating Entity warrants that it is and shall remain for the term of this Agreement, in compliance with the financial responsibility requirements of Section 458.320, Florida Statutes, and is not entitled to, and shall not claim, any exemption from such requirements. The Participating Entity also warrants that funds held under Section 458.320, Florida Statutes, are available to pay claims against the State in accordance with Section VII., C., Indemnification.

Centurion shall maintain, at its expense, the established levels of insurance as shown below for Workers' Compensation, Professional Liability, Comprehensive General Liability, and Property Insurance.

- Workers' Compensation: statutory
- Professional Liability: \$2,000,000 per occurrence and \$6,000,000 in the aggregate annually
- Comprehensive General Liability: \$2,000,000 per occurrence and \$6,000,000 in the aggregate annually

Insurance certificate shall identify the Agreement and contain provisions that coverage afforded under the policies shall not be canceled, terminated, or materially altered. All insurance certificates will provide coverage to the Department as an additional insured.

Upon the execution of this Agreement, the Participating Entity shall furnish the Agreement Manager written verification supporting such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

M. Employee Status

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Department and Participating Entity are independent parties under this Agreement and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of each individual party. Services provided by each party pursuant to this Agreement shall be subject to the supervision of such party. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. The parties agree that they are separate and independent enterprises, and that each has the ability to pursue other opportunities.

This Agreement shall not be construed as creating any joint employment relationship between the Parties and neither party will be liable for any obligation incurred by the other party, including, but not limited to, unpaid minimum wages and/or overtime premiums.


N. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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


**FOR CENTURION OF FLORIDA, LLC**

SIGNED BY:   
 NAME: Steven H. Wheeler  
 TITLE: CEO  
 DATE: 6/15/16  
 FEID# 81-0087470

**FOR THE DEPARTMENT OF CORRECTIONS**

Approved as to form and legality, subject to execution.

SIGNED BY:   
 NAME: Kelley J. Scott  
 TITLE: Director, Office of Administration  
Department of Corrections  
 DATE: 6/17/16

SIGNED BY:   
 NAME: Kenneth S. Steely  
 TITLE: General Counsel  
Department of Corrections  
 DATE: 6/17/16

Firm Representing: Centurion, LLC

Name of Employee/Vendor: Steven H. Wheeler, CEO  
(Print)

**DEPARTMENT OF CORRECTIONS  
SECURITY REQUIREMENTS FOR CONTRACTORS**

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.
- (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
  - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
  - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)
  - (f) Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution.


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

- (2) Do not leave keys in ignition locks of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) Keep all keys in your pockets.
- (4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- (6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.

- (8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- (9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (10) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The department, represented by institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

  
\_\_\_\_\_  
Signature of Employee/Vendor

6/15/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Staff Witness

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections (“Department”) and Centurion of Florida, LLC (“Contractor/Participating Entity”), (individually, a “Party” and collectively referred to as “Parties”).

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information (“PHI,”) as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. (“HIPAA”);

Whereas, the Department is a “Covered Entity” as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) and the Security Standards for the Protection of Electronic Protected Health Information (“Security Rule”);

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its contract with the Department;

Whereas, the Contractor is considered to be a “Business Associate” of a Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.504(e).

Whereas, in regards to Electronic Protected Health Information as defined in 45 C.F.R. § 160.103, the purpose of this Agreement is to comply with the requirements of the Security Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.314(a).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions**

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule, HIPAA Security Rule or the HITECH Act. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department’s behalf shall be subject to this Agreement.

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
  - (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;

- (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
  - (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.
- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.
- Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.
- D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

- 1) any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;
- 2) any Security Incident;
- 3) any Breach, as defined by the HITECH Act; or
- 4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

Contractor will without unreasonable delay, but no later than seventy-two (72) hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose protected health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during any Breach pursuant to 42 U.S.C.A. § 17932(b). Such report will:

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
  - 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.
  - 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.
  - 4) Identify what has been or will be done to mitigate the effects of the Breach; and
  - 5) Provide any other information, including further written reports, as the Department may request.
- E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).
- F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.
- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.



3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to offenders under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.
- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.
- C. **Effect of Termination**
  - (1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.
  - (2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.

6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.

7. **Indemnification** - The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys' fees arising out of or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.

8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.