

**CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS**

AND

CCCNF-LAKE BUTLER, LLC,

a wholly-owned subsidiary of

COMMUNITY CANCER CENTER OF NORTH FLORIDA, LLC

This Contract is between the Florida Department of Corrections ("Department") and CCCNF-Lake Butler, LLC, a wholly-owned subsidiary of Community Cancer Center of North Florida, LLC ("Contractor") which are the parties hereto.

WITNESSETH

Whereas, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes;

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, this Contract is entered into pursuant to ITN# 08-DC-8031 ("ITN"), authorized pursuant to Section 287.057, Florida Statutes; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide for the construction of the building and the provision of on-site radiotherapy services and Positron Emission Tomography/Computerized Axial Tomography (PET/CT) diagnostic imaging services to the Department's inmate population at the Reception and Medical Center (RMC) located at Lake Butler and to provide space for chemotherapy infusion services to be delivered by the Department to the Department's inmate population at the Reception and Medical Center located at Lake Butler.

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

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on July 1, 2009, or the date on which it is signed by both parties, whichever is later, for the construction phase and operationally on July 1, 2010, and shall end at midnight on June 30, 2020. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its initial term.

B. Contract Renewal

The Department has the option to renew this Contract for one (1) additional ten (10) year period after the initial Contract period upon the same terms and conditions contained herein. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the Department choose to renew this Contract.

II. **SCOPE OF SERVICE**

A. General Service Description/Purpose

The Department is committed to ensuring the availability to all inmates of an acceptable level of healthcare within recognized professional standards. The Department hereby retains the Contractor who shall provide comprehensive radiotherapy services and PET/CT diagnostic imaging services at the Reception and Medical Center at Lake Butler, as required to the Department's inmate population statewide. The Department agrees to transfer to the Reception and Medical Center at Lake Butler the inmate population statewide who require such medical services (except for those inmates who are unable to travel for health or security reasons). These services shall be delivered on-site. On-site delivery shall be provided by stationary-based equipment. Emphasis shall be placed on timely and accurate radiotherapy practices. Radiotherapy services shall meet a minimum level of constitutional adequacy with all radiotherapy services delivered being medically necessary, appropriate, reasonable, and legally sufficient to address the inmate's needs. In addition, the Contractor shall provide to the Department space in its facility for ten (10) chemotherapy stations and space to mix chemotherapy solutions.

The Contractor shall provide a digital based turn-key conventional and stereotactic Intensity-Modulated Radiation Therapy (IMRT) service and PET/CT diagnostic imaging services where the Contractor provides for all aspects of the service.

1. The Contractor shall be required to staff the radiotherapy section on a forty (40) hour, five (5) days a week basis (excluding holidays as described on Attachment 3, List of Holidays). The Contractor shall provide medical supervision by a qualified physician specialist consistent with Medicare supervision guidelines published by the Centers for Medicare and Medicaid Services (CMS), or an agreed upon arrangement, to support inmates before, during and after radiotherapy, to the extent medically necessary. The Contractor may use the Reception and Medical Center at Lake Butler as a referral medical facility for inpatient and/or outpatient services under this Contract.
2. The Contract is a full risk Contract without any caps or aggregate levels after which costs are shared. The Contractor is responsible for all costs associated with the provision of on-site radiotherapy services including the designing and building of the treatment facility with all appropriate permitting. This facility is intended to be a 'turn-key' project, ready for treatment of inmates.
3. There is no requirement for any specified staffing level; however, the Contractor shall be required to provide comprehensive radiotherapy services coverage between the

hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding holidays as described on Attachment 3) to meet any inmate's need for radiotherapy services.

4. The Contractor's design/build firm will meet or exceed all Department building specifications as set forth in the negotiation process and incorporated herein. The Contractor's design/build firm shall prepare, from the approved preliminary design plan, the design development documents consisting of plans, elevations, other drawings, and outline specifications to fix and illustrate the size and character of the entire project in its essentials as to kinds of materials, type of structure, mechanical and electrical systems and other such work as may be required. The Contractor may not move forward on the project until this plan is approved by the Department.

B. Rules and Regulations

1. The Contractor shall ensure that all Contractor's staff providing services pursuant to this Contract (hereinafter referred to as "Contractor's staff") and that the delivery of services under this Contract, comply with prevailing ethical and professional standards, Department rules and procedures including the Department's Health Services' Bulletins/Technical Instructions and memoranda, and all applicable state and federal laws, rules and regulations.
2. The Contractor shall ensure Contractor's staff is familiar with and capable of obtaining and making use of all applicable Department Policies and Procedures, Technical Instructions (TI's), and Health Service Bulletins (HSB's). All Rules and Regulations set forth in the ITN (Section 3.2) are incorporated herein and are in effect throughout the length of this Contract.
3. The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site and a copy submitted to the Contract Manager or designee upon request.
4. The Contractor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.

C. Communications

Contract communications will be in three (3) forms: Routine, Informal, and Formal. For the purposes of this Contract, the following definitions shall apply:

- Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.
- Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt (use of email is acceptable).
- Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance,

imposition of liquidated damages, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) days of receipt.

The Contractor shall respond to informal and formal communications in writing, transmitted by facsimile and/or email. Formal communications require a follow-up by hard copy mail.

The Department's Contract Manager or designee will utilize a date/numbering system for tracking of formal communications.

The only personnel authorized to use formal contract communications are the Department's Senior Executive Management Staff, Assistant Secretary for Health Services-Administration, Contract Manager, Contract Administrator, and the Contractor's CEO or Contractor's Representative. 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.

In addition to the personnel named under formal contract communications, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.

In addition to the contract communications noted in Section II., C., in this Contract, if there is an urgent administrative problem or urgent clinical issue the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours. The Contractor or Contractor's designee at each institution shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints, or grievances from or about inmates within three (3) working days of receipt of the request unless the request requires immediate response due to a medical emergency. The Department's Contract Manager and/or designee shall be copied on all such correspondence.

D. Medical Records and Documentation

The Contractor shall ensure that Contractor's staff documents each healthcare encounter in the appropriate inmate's medical record, in accordance with the Department's approved policies, procedures and/or documentation method, using appropriate Department of Corrections' forms.

All documentation shall comply with applicable Florida Statutes, relevant sections of the Florida Administrative Code, pertinent Department Procedures, and Health Services' Bulletins/Technical Instructions.

E. Contractor's Responsibilities

1. The Contractor shall provide radiation therapy using certain types of energy to destroy cancer cells and shrink tumors in the area being treated by damaging their genetic material, making it impossible for these cells to continue to grow and divide. The goal

of radiation therapy is to damage as many cancer cells, while limiting harm to nearby healthy tissue.

2. The Contractor shall, for some types of cancer, provide radiation to areas that do not have evidence of cancer. This is done to prevent cancer cells from growing in the area receiving the radiation. This technique is called prophylactic radiation therapy. Radiation therapy also can be given to help reduce symptoms such as pain from cancer that has spread to the bones or other parts of the body. This is called palliative radiation therapy.
3. The Contractor shall provide the Department's Regional Medical Executive Director or RMC Medical Director with telephone consultations when needed, followed by a written report within three (3) days, if requested by the Regional Medical Executive Director.
4. The Contractor shall advise the Department of Corrections – Utilization Management Department (DC-UMD) of the need for hospitalization, diagnosis, and expected length of stay while an inmate is hospitalized.
5. The Contractor shall, if the inmate needs specialized hospitalization, provide for the inmate to be referred to a contracted hospital where the Department has a contract for tertiary level hospitalization, and where a secure ward is available. If the service cannot be provided at such hospital, recommendations for referral of the inmate to another hospital shall be coordinated with the DC-UMD's Nurse, the Regional Medical Executive Director or the RMC Medical Director.
6. The Contractor shall coordinate referrals with the DC-UMD if an inmate needs to be referred to another specialist.
7. The Contractor shall complete a comprehensive medical summary within two (2) days of the inmate's last treatment. The summary shall accompany the inmate upon transfer to an institution.
8. The Contractor shall contact the DC-UMD twenty four (24) hours prior to the last treatment of any patients referred by the DC-UMD to discuss the patient's treatment plan. The Contractor shall contact the RMC referring physician for all inmates referred by RMC.
9. The Contractor will treat inmates receiving services provided by Contractor pursuant to this Contract as the Contractor's patients and provide physical examinations, evaluations, diagnoses and development of treatment plans if medically necessary. The Contractor may communicate with inmates to the extent necessary and appropriate to satisfy Contractor's legal obligations as a physician, but Contractor shall make each inmate aware that all decisions with respect to non-emergent treatment and care are made only after consultation and approval by the applicable Regional Medical Executive Director, RMC Medical Director and the DC-UMD.
10. Prior to the provision of any services under this Contract, the Contractor shall provide to the Contract Manager, a current copy of the Florida State Medical License, Drug Enforcement Agency (DEA) Registration, and the face-sheet of the insurance policy coverage of each physician providing services to the Department's inmates.

F. Department's Responsibilities

1. The Department will provide, at its expense and judgment, a sufficient number of Correctional Officers to supervise those inmates receiving services from the Contractor.
2. The Department will provide the Contractor with access to all applicable Department rules and regulations. The Department will inform the Contractor of any regulatory or operational changes impacting the delivery of services to be provided pursuant to this Contract.
3. The Department shall ensure that any inmate receiving treatment pursuant to this Contract is appropriately restrained, in accordance with the Department's procedures, at the time treatment is rendered and that such restraints shall not be removed during treatment unless the inmate's health or safety is immediately threatened or removal or repositioning of the restraints is needed to insure provision of clinically indicated treatment or diagnostic evaluation. Metallic restraints will be utilized unless the treatment or procedure dictates the use of non-metallic restraints. Correctional staff shall have sole discretion to determine whether restraints are to be removed or repositioned.

G. Contractor's Requirements

1. Conduct and Safety Requirements

When providing services to the inmate population or in a correctional setting, the Contractor's staff shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

By execution of this Contract, the Contractor acknowledges and accepts, for itself and any of its agents, that all or some of the services to be provided under this Contract shall be provided in a correctional setting with direct and/or indirect contact with the inmate population and that there are inherent risks associated therewith.

In addition, the Contractor shall implement policies and procedures to ensure that all staff adhere to the following requirements:

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

- c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. At no time shall the Contractor or Contractor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.
- g. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- h. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

2. Staff Levels and Qualifications

- a. The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is highly trained and qualified. Additionally, the contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, DC staff, and the community if required to support the Contract.
- b. The Contractor shall NOT provide individuals possessing "temporary work visas" to fill positions under this Scope of Service.
- c. All Contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.

3. Staff Background/Criminal Record Checks

- a. The Contractors' staff assigned to this Contract and any other person performing services pursuant thereto, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC)

background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide, prior to commencing services upon institution property, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

- b. The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the FCIC/NCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the Contract. The Contractor shall not offer employment to any individual or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.
- c. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any records of Department of Corrections' inmates sentenced to sites included under this Contract.
- d. No person who has been barred from any Department institution or other facility shall provide services under this Contract.
- e. Department employees terminated at any time by the Department for cause may not be employed or provide services under the Contract.
- f. The Contractor shall notify the Department, prior to employing any current or former employee of the Department to provide either full-time or part-time services pursuant to this Contract.

4. Orientation and Training

The Contractor shall implement policies and procedures that shall ensure Contractor's staff performing services under this Contract at institutional sites meets the Department's minimum qualifications for his/her specific position/job class. Both the Department's and the Contractor's responsibilities with respect to orientation and training are listed below.

- a. The Department will determine what type and duration of orientation and training is appropriate for the Contractor's staff. Job specific orientation/training with regard to particular policies, procedures, rules and/or

processes pertaining to the administration of health care at each institution where the Contractor delivers services, shall be coordinated between the Contractor and designated Department staff.

- b. The Contractor will not be compensated by the Department for any costs incurred as a result of Contractor's staff attending orientation and training, including any wages paid.
- c. The new employee orientation will be provided by the Department before the Contractor's staff begins to provide services on-site. The Contractor shall coordinate with designated Department staff at each institution regarding the administration and scheduling of the Contractor's staff new employee orientation.
- d. The Contractor shall, at the Contractor's expense, track and document all orientation and training as indicated above. Documentation shall be provided to the Department's Contract Manager upon request.
- e. The Department is not responsible for any required professional or non-professional education/training required for the Contractor's staff to perform duties under this Contract.

5. TB Screening/Testing

The Contractor shall implement policies and procedures that shall ensure Contractor's staff performing services under this Contract at institutional sites is screened and/or tested for tuberculosis (TB) prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis Screening And Control Program. The Contractor shall provide the institutional Senior Registered Nurse Supervisor with proof of testing prior to the start of service delivery by the staff member and annually thereafter. The Contractor shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing for their staff or subcontractor staff.

6. Hepatitis Vaccine

The Contractor shall implement policies and procedures that shall ensure Contractor's staff performing services under this Contract at institutional sites is vaccinated against Hepatitis in accordance with the Department of Health's guidelines, prior to the start of service delivery. The Contractor shall provide the institutional Senior Registered Nurse Supervisor with proof of vaccination prior to the start of service delivery by the staff member. The Contractor shall bear all costs associated with the vaccination of their staff or subcontractor staff.

H. Offender Based Information System (OBIS)

All documentation shall comply with applicable Florida Statutes, relevant sections of Florida Administrative Code, pertinent Department Procedures, and Health Services' Bulletins/Technical Instructions. The Contractor shall utilize the Offender Based Information System (OBIS).

1. OBIS Data Entry

The Contractor will ensure information is available for input into the Department's existing information systems (Offender Based Information System (OBIS) or Computer Assisted Reception Process (CARP)) in order to record daily operations. Data includes, but is not limited to information or reports, billing information and auditing data to ensure accuracy of OBIS and CARP information, plus any other Department system or component developed for Health Services or any Department system or component deemed necessary for Health Services operations.

2. OBIS Use and Training

If deemed necessary by the Department, the Contractor will make available appropriate personnel for training in the Health Services' component of the Offender Based Information System (OBIS-HS). Training will be provided by the Department and will be conducted at designated locations across the state. Personnel required to attend include the Data Entry Operators and any personnel entering or assessing data in the OBIS-HS system. The Contractor is responsible for payment of travel expenses for its employees, in the event that such training is required. Failure of the Contractor to provide sufficient personnel for training is not an acceptable reason for not maintaining OBIS information current and as noted earlier such failure shall be deemed breach of Contract. If there is any reason the Contractor is directed to access the Department's information network, each employee doing so must have undergone a successful level 2 background check as defined in Chapter 435, F.S.

I. Reports

The Contractor shall submit the following quarterly reports, containing the data described below, to the Department's Contract Manager by the tenth (10th) business day of the following months: January, April, July and October, for each year of the Contract term, including any applicable renewal term.

All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an Excel format with final report format to be approved by the Contract Manager. At a minimum, the quarterly reports shall include:

Invasive and Non-invasive radiological/radiotherapy exams by type and number. This report must identify the following data by inmate and institution:

1. Total number and type of Department requests for radiological exams
2. Total number and type of Department requests for radiotherapy procedures
3. Total number and type of Department requests for stereotactic procedures
4. Total number and type of Department requests for PET/CT scans

J. Contractor Performance

The Department has developed the following Performance Outcomes, Measures, and Standards and Other Contract Requirements categories which shall be used to determine Contractor's level of compliance with contract terms and conditions.

By execution of this Contract, the Contractor hereby acknowledges and agrees its performance under the Contract shall meet the standards set forth below.

1. Performance Outcomes, Measures, and Standards

Listed below are the key Performance Outcomes, Measures, and Standards, deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcome and standards (level of achievement) are met. **Performance shall be measured on a quarterly basis, beginning the second quarter after which service has been implemented.**

The following Performance Outcomes, Measures, and Standards shall be measured based on monitoring methodologies adopted by the Office of Health Services in compliance with Section K. Monitoring Methodology, and in consideration of whether the standard is listed as a “critical standard” or a routine standard.

a. **Wait Time for Routine Requests**

Outcome: One hundred percent (100%) of Routine Requests for care shall not exceed more than 30 days unless due to inmate security risks.

Measure: The date and time of requested Routine Requests compared to the date and time of performance of the exam.

Critical Standard: Achievement of outcome must meet minimum of ninety-five percent (95%) on a monthly basis.

b. **Wait Time for Urgent Requests**

Outcome: One hundred percent (100%) of Urgent Request for care shall not exceed more than 15 days unless due to inmate security risks.

Measure: The date and time of requested Urgent Request compared to the date and time of performance of the exam.

Critical Standard: Achievement of outcome must meet minimum of ninety-five percent (95%) on a monthly basis.

c. **Wait time for X-rays Review and Reporting**

Outcome: Initial wait after request for routine radiological procedures and reporting results shall not exceed twenty four (24) hours for any inmate.

Measure: The amount of time between request for X-ray and reporting the results during the quarter.

Critical Standard: Achievement of outcome must meet a minimum of ninety-five percent (95%) on a monthly basis.

d. Compliance with ACA standards

Outcome: Radiology procedures and related reports shall comply with all accreditation requirements established by the American Correctional Association (ACA).

Measure: Review of reports and findings by ACA related to healthcare delivery system at the institution.

Critical Standard: Achievement of outcome must meet a minimum of ninety-five percent (95%) on a monthly basis.

e. Timely Submission of Corrective Action Plans

Outcome: All Corrective Action Plans shall be timely submitted, as described in Section II., K., 2.

Measure: Date of receipt of Contractor's Corrective Action Plan as compared to date of receipt of monitoring report.

Critical Standard: Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

f. Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan

Outcome: All deficiencies addressed in a Corrective Action Plan shall be timely corrected, as described in Section II., K., 2.

Measure: Date of correction of deficiency as compared to date for correction indicated in Contractor's Corrective Action Plan.

Critical Standard: Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

Any failure by the Contractor to achieve the required level of any Performance Outcomes, Measures, and Standards identified above shall result in assessment of liquidated damages as stated in Section II, M. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract.

2. Other Contract Requirements

The Department shall monitor the Contractor's performance, as described in Section II., K., 2, to ensure that all other terms and conditions of the Contract not included in Section J., 1. Performance Outcomes, Measures, and Standards, are complied with at all times by the Contractor.

K. Monitoring Methodology

The Department may utilize any or all of the following monitoring methodologies in monitoring the Contractor’s performance under the Contract and in determining compliance with contract terms and conditions:

- desk review of records related to service delivery maintained at Department facilities 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);
- on-site review of records maintained at Contractor’s business location, if applicable;
- interviews with Contractor and/or Department staff;
- review of grievances filed by inmates regarding Contractor’s service delivery; and
- review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies (e.g., Correctional Medical Authority, American Correctional Association, Department of Health, etc.).

A Contract Monitoring tool will be developed by the Department’s Office of Health Services in accordance with the requirements in this Contract. The monitoring tool will be utilized in review of Contractor’s performance.

To further assist in the contract monitoring process, the Department has established a Contractor’s Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager’s file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of this Contract and forward the original to the Contract Manager. All documents referenced in the Self-Certification of Compliance checklist shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

1. Monitoring for Performance Outcomes, Measures, and Standards

The Department’s Contract Manager and/or designee will monitor the Contractor's service delivery quarterly to determine if the Contractor has achieved the required level of performance for each month of the quarter monitored for each Performance Outcome, Measure, and Standard identified in Section J., 1. Performance shall be measured as specified beginning the second quarter after services have been implemented.

If the Department determines that the Contractor has failed a Performance Outcome and Standard, Contractor will be sent a formal contract communication in accordance with Section C. Communications. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes and Standards identified in Section J., 1; however, this shall not negate the fact that a performance outcome and standard has not been met and may result in determination of breach of Contract and termination of services.

2. Monitoring for Other Contract Requirements

Monitoring for Other Contract Requirements identified in Section J., 2, Other Contract Requirements, shall be conducted as determined necessary but no less than annually.

The Contract Monitoring tool will be utilized in review of the Contractor's performance.

The Department's Contract Manager or designee will provide a written monitoring report to the Contractor within three (3) weeks of the monitoring. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction, where feasible.

Within ten (10) days of receipt of the Department's monitoring report, (which may be transmitted by e-mail), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (e-mail acceptable) in response to all noted deficiencies to include the responsible individuals and required time frames for achieving compliance. Such time frames for compliance shall not exceed thirty (30) days from the date of receipt of the monitoring report by the Contractor, unless specifically agreed upon in writing by the Department.

CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Contractor shall have five (5) days from the receipt of the written rejection to submit a revised CAP. This will not increase the time for compliance, and correction of the noted deficiencies. Failure to timely submit the CAP may result in determination of breach of Contract and termination of services. The Contract Manager, Contract Monitoring Team or other designated Department staff may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

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

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP may result in determination of breach of Contract and termination of services.

3. Repeated Instances

Repeated instances of failure to meet the Performance Outcomes, Measures, and Standards or Other Contract Requirements or to correct deficiencies may result in determination of Breach of Contract, and/or termination of the Contract in accordance with Section VI., TERMINATION.

L. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of five hundred thousand dollars (\$500,000.00) that shall be in effect for a time frame equal to the term of this Contract. The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of the Contract. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

Based upon Contractor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining contract period, including the renewal.

M. Liquidated Damages

The Contractor hereby acknowledges and agrees that its performance under the Contract must meet the Performance Outcome and Standards set forth in Section I., Contractor's Performance. If the Contractor fails to meet the Performance Outcome and Standards statewide on a quarterly basis after notice and an opportunity to cure, the Department will impose liquidated damages as specified below:

1. Liquidated Damages for Failure to meet Performance Outcomes and Standards:
 - a. Wait Time for Routine Requests
For failure to comply with the Standard listed in Section II., J., 1., a., liquidated damages shall be assessed in the amount of five thousand dollars (\$5,000) per month per patient per institution at which the Standard was not met.
 - b. Wait Time for Urgent Requests
For failure to comply with the Standard listed in Section II., J., 1., b., liquidated damages shall be assessed in the amount of five thousand dollars (\$5,000) per month per patient per institution at which the Standard was not met.
 - c. Wait Time for X-rays Review and Reporting
For failure to comply with the Standard listed in Section II., J., 1., c., liquidated damages shall be assessed in the amount of five thousand dollars (\$5,000) per month per patient per institution at which the Standard was not met.
 - d. Compliance with ACA Standards
In the event any institution fails to maintain ACA accreditation due to the non-compliance of the delivery system and/or for failure to comply with the Standard listed in Section II., J., d., liquidated damages in the amount of fifty thousand dollars (\$50,000.00) shall be assessed against the Contractor per institution where accreditation is lost. Full compliance with ACA Standards and re-attainment of accreditation must be reestablished as soon as possible. Liquidated damages shall be assessed per incident of loss of accreditation.
 - e. Timely Submission of Corrective Action Plans
In the event that the Contractor receives a Monitoring Report requiring a Corrective Action Plan (CAP) to be submitted and fails to submit a CAP responding to each specified written deficiency within the time frames specified in Section II., J., 1., e., liquidated damages in the amount of one thousand dollars (\$1,000.00) per day for each day the CAP is untimely submitted shall be assessed.
 - f. Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan
In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the time frames indicated in the CAP specified in Section II., J., 1., f., liquidated damages in the amount of one thousand dollars (\$1,000.00) per day per deficiency where deficiencies have not

been timely corrected shall be assessed until such time as all noted deficiencies are corrected.

2. Liquidated Damages For Other Contract Requirements:

a. Timely Submittal of Reports

In the event the Contractor fails to submit reports in strict accordance with the time frames specified in Section II., I., Reports, the Contractor will be required to address timely report submission in a CAP. If the Contractor fails to then submit reports as noted in the Department's monitoring report, within the time frames indicated in the CAP, liquidated damages shall be assessed in the amount of one thousand dollars (\$1,000.00), per day, per report, for each day a report is overdue, until such time as all noted deficiencies are corrected.

b. Compliance with any other Term or Condition of the Contract involving delivery of services not otherwise listed above.

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the time frames indicated in the CAP, liquidated damages in the amount of one thousand dollars (\$1,000.00), per day, per deficiency where deficiencies have not been timely corrected shall be assessed until such time as all noted deficiencies are corrected.

3. Liquidated Damages for Repeated Failures

Repeated failure to meet the established standards in consecutive months shall result in liquidated damages being doubled for each subsequent month where failure occurred. The Department may also choose to terminate the Contract in the absence of any extenuating or mitigating circumstances. The determination of the existence of extenuating or mitigating circumstances is within the exclusive discretion of the Department.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages imposed accompanied by detail sufficient for justification of imposition.

The Contractor shall forward a cashier's check or money order to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due, or in the alternative, may issue a credit in the amount of the liquidated damages due on the next monthly invoice following imposition of damages. Documentation of the amount of damages imposed shall be included with the invoice, if issuing credit. Damages not paid within sixty (60) days of receipt of notice will be deducted from amounts then due the Contractor.

N. Deliverables

Deliverables for the purposes of this Contract are identified in Section II., A., General Service Description/Purpose, Section II., E., Contractor's Responsibilities, and Section II., I., Reports.

III. COMPENSATION

A. Payment

The Department will compensate the Contractor for services as specified in Section II, Scope of Service, as delineated below:

Compensation for all services will be at the rate of one hundred nine percent (109%) of the Medicare Allowable Rates per Current Procedural Terminology (CPT) code for radiotherapy procedures based on rates in place at the time such radiotherapy procedures are performed and one hundred percent (100%) for PET/CT scans, including technical and professional components and payment for radiotracer fluorodeoxyglucose (FDG).

B. MyFloridaMarketPlace Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor’s failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

NOTE: Currently, the Transaction Fee can not be automatically deducted from payments to the Contractor.

C. Submission of Invoice(s)

The Contractor agrees to submit monthly invoices for compensation of services, within fifteen (15) days following the end of the month for which payment is being requested. The Contractor’s invoice shall include the Contractor’s name, mailing address, and tax ID number/FEIN as well as the Contract number and date of invoice period. Every invoice must be submitted in detail sufficient for a proper preaudit and postaudit thereof, and accompanied by the appropriate approved CMS forms as supporting documentation for the invoice. The Contractor may submit monthly invoices and supporting documentation electronically, if available and requested by the Department.

Invoices will only be approved after receipt of the approved CMS forms as supporting documentation. Any additional documentation such as reports that must accompany the invoice shall be submitted with the invoice by the Contractor to ensure the Department will approve the invoice for payment.

Invoices will be reviewed and approved by the Contract Manager or designee and then forwarded, electronically if available, to the appropriate Financial Services' Office for processing of payment.

The Contractor shall submit invoices pertaining to this Contract to:

Florida Department of Corrections
Reception and Medical Center
Attn: Blanche Perry, Hospital Administrator
Post Office Box 628
Lake Butler, Florida 32054
Telephone: (386) 496-6120
Email: perry.blanche@mail.dc.state.fl.us

D. Official Payee

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

CCCNF-Lake Butler, LLC
Attention: Accounts Receivable
104 Woodmont Boulevard, Suite 500
Nashville, TN 37205
Email: laston@eplushealthcare.com

E. Travel Expenses

The Department will not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

F. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

G. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

I. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITN specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

J. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

K. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

L. Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this Contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting, Direct Deposit Section at

http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

IV. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Blanche Perry, Hospital Administrator
Reception and Medical Center
Florida Department of Corrections
Post Office Box 628
Lake Butler, Florida 32054
Telephone: (386) 496-6120
Email: perry.blanche@mail.dc.state.fl.us

The Contract Manager or designee will perform the following functions:

1. maintain a Contract Management file;
2. serve as the liaison between the Department and the Contractor;
3. evaluate the Contractor's performance;
4. direct the Contract Administrator to process all amendments, renewals, and termination of this Contract; and
5. evaluate Contractor performance upon completion of the overall Contract; this evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator(s):

1. verify receipt of deliverables from the Contractor;
2. monitor the Contractor's performance; and
3. review, verify, and approve invoices from the Contractor.

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Robert E. Staney, Chief
Bureau of Procurement & Supply
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-6671
Fax: (850) 922-8897
Email: staney.bob@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. maintain the Contract Administration file;
2. process all Contract amendments, renewals, and termination of the Contract; and

3. maintain official records of formal correspondence between the Department and the Contractor provided by the Contract Manager for filing in the Contract Administration file.

C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

J. Lang Aston, CFO
CCCNF-Lake Butler, LLC
104 Woodmont Boulevard, Suite 500
Nashville, TN 37205
Telephone: (615) 783-1232
Fax: (615) 467-7401
Email: laston@eplushealthcare.com

D. Contract Management Changes

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

V. CONTRACT MODIFICATION

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section III., C., Submission of Invoice(s) and Section IV., CONTRACT MANAGEMENT, shall be valid only through execution of a formal Contract amendment.

VI. TERMINATION

This termination section supersedes that which was a part of the original Invitation to Negotiate; 08-DC-8031.

A. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The Department shall be the final authority as to the availability of funds.

B. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon twenty-four (24) hours notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

D. Effect of Termination

At the end of the term of this Contract, the Contractor shall be provided thirty (30) days to remove its furnishings, fixtures and equipment, all at the Contractor's cost.

VII. **CONDITIONS**

A. Records

1. Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with this Contract. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

2. Audit Records

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.
- c. The Contractor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this Contract and **Attachment #2**, which is incorporated herein as if fully stated.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative, or the

address listed in Section III., D., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE")

The Contractor agrees that any articles, which are the subject of or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.

C. Products Available from the Blind or Other Handicapped (RESPECT)

The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles, that are the subject of or required to carry out this Contract, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

If applicable, the Contractor shall submit a plan describing how it will address the use of RESPECT in offering the items to be provided under this Contract, within sixty (60) days of Contract execution.

D. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials, which are the subject of or are required to carry out this Contract, shall be procured in accordance with the provisions of Sections 403.7065 and 287.045, Florida Statutes.

E. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Community Cancer Center of North Florida, LLC and the State of Florida, Department of

Corrections.” If the sponsorship reference is in written material, the words “State of Florida, Department of Corrections” shall appear in the same size letters or type as the name of the organization.

F. Employment of Department Personnel

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

G. Non-Discrimination

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

H. Americans with Disabilities Act

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

I. Contractors Acting as an Agent of the State

In the Contractor’s performance of its duties and responsibilities under this Contract, the Contractor shall, at all times, act and perform as an agent of the Department, but not as an employee of the Department. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or joint venture between the parties.

J. Indemnification for Contractors Acting as an Agent of the State

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney’s fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act, up to the limits of liability set forth in Section 768.28, Florida Statutes.

K. Contractor’s Insurance for Contractors Acting as an Agent of the State

The Contractor warrants that it is and shall remain for the term of this Contract, 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 Contractor also warrants that funds held under Section 458.320, Florida Statutes, are available to pay claims against the State in accordance with Section VII., H., Indemnification for Contractors Acting as an Agent of the State.

The Contractor agrees to provide adequate liability insurance coverage to the extent of liability under Section 768.28, Florida Statutes, on a comprehensive basis and to hold such liability insurance at all times during the existence of this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract 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.

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

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any clinical dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary for Health Services-Clinical. The Assistant Secretary for Health Services-Clinical shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator. Any administrative dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary for Health Services-Administration. The Assistant Secretary for Health Services-Administration shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator.

M. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such

claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

O. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind,

lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

Q. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

R. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial Branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section IV., CONTRACT MANAGEMENT of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's Representative identified in Section IV., C., Contractor's Representative, which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor

T. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent, or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

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

U. Department of State Licensing Requirements

All entities defined under Chapters 607, 617, or 620, Florida Statutes, seeking to do business with the Department, shall be on file and in good standing with the State of Florida's Department of State.

V. MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003 shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

W. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

X. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity, and may not transact business with any public entity.

Y. Governing Law and Venue

This Contract is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

Z. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

AA. Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8) and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of this Contract, which includes and incorporates **Attachment #1**, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

BB. Confidentiality

The Contractor shall maintain confidentiality with reference to individual offenders in accordance with applicable local, state, and federal law. The Department and Contractor agree that all information and records obtained in the course of providing services to

offenders shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

CC. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the Department's inmates and of the general public which is serviced by the Department, either directly or indirectly, through these services.

DD. Cooperative Purchasing

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

EE. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

FF. Convicted Felons Certification

The Contractor shall implement policies and procedures to ensure that no personnel assigned to this Contract may be a convicted felon or have relatives either confined by or under supervision of the Department.


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Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and any attachments or exhibits if included, and ITN #08-DC-8031 and the Contractor's response to ITN# 08-DC-8031, contain all the terms and conditions agreed upon by the parties. In the event of any conflict in language among these documents, the Department's ITN# 08-DC-8031 will govern.

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

**CONTRACTOR:
CCCNF-Lake Butler, LLC**

SIGNED BY: 

NAME: Timothy M. Penner


TITLE: CEO

DATE: 06-30-2009

FEID #: F270477951
03 0452526 JHP

FLORIDA DEPARTMENT OF CORRECTIONS

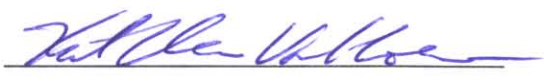
Approved as to form and legality,
subject to execution.

SIGNED BY: 

NAME: **Richard D. Davison**

TITLE: **Deputy Secretary
Department of Corrections**

DATE: 7/1/09

SIGNED BY: 

NAME: **Kathleen Von Hoene**

TITLE: **General Counsel
Department of Corrections**

DATE: 6/25/09

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and CCCNF – Lake Butler, LLC ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

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

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

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

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

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

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

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 and/or the HIPAA Security Rule. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:

- (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (2) for data aggregation services, only if to be provided by Contractor for the 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.
- 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. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- D. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- E. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

- F. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.
- G. The Contractor agrees to defend and hold harmless the Department against any action or liability or damages arising out of or related to the Contractor's breach of its obligations under this agreement.

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.

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 and/or the HIPPA Security Rule.

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

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

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FINANCIAL AND COMPLIANCE AUDITS
Special Audit Requirements

The administration of resources awarded by the Department of Corrections to the Contractor may be subject to audits and/or monitoring by the Department of Corrections, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Corrections. In the event the Department of Corrections determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Office (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Contract indicates Federal resources awarded through the Department of Corrections by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Corrections. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Contractor resources obtained from other than Federal entities).
4. The Contractor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://www.myfloridacfo.com/aadir/statewide_financial_reporting/sefaprogramtitles.pdf.

PART II: STATE FUNDED

This part is applicable if the Contractor is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Contractor expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit

organizations), Rules of the Auditor General. EXHIBIT 1 to this Contract indicates State financial assistance awarded through the Department of Corrections by this Contract. In determining the State financial assistance expended in its fiscal year, the Contractor shall consider all sources of State financial assistance, including State financial assistance received from the Department of Corrections, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Contractor expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Contractor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/index.aspx> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Department of Financial Services' Website <http://www.fldfs.com/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

REPORT SUBMISSION

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

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Blanche Perry	Bureau of Procurement & Supply
Florida Dept. of Corrections	Hospital Administrator	Florida Dept. of Corrections
2601 Blair Stone Road	Post Office Box 628	2601 Blair Stone Road
Tallahassee, FL 32399-2500	Lake Butler, Florida 32054	Tallahassee, FL 32399-2500

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

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

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

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

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Blanche Perry	Bureau of Procurement & Supply
Florida Dept. of Corrections	Hospital Administrator	Florida Dept. of Corrections
2601 Blair Stone Road	Post Office Box 628	2601 Blair Stone Road
Tallahassee, FL 32399-2500	Lake Butler, Florida 32054	Tallahassee, FL 32399-2500

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

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	Blanche Perry	Bureau of Procurement & Supply
Florida Dept. of Corrections	Hospital Administrator	Florida Dept. of Corrections
2601 Blair Stone Road	Post Office Box 628	2601 Blair Stone Road
Tallahassee, FL 32399-2500	Lake Butler, Florida 32054	Tallahassee, FL 32399-2500

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

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

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

RECORD RETENTION

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

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EXHIBIT - 1

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

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

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

State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	*Funding Amount	State Appropriation Category
70251	GR	09-10	70.020	Statewide Radiology Services	See Contract	104017

Total Award	
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For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://www.myfloridacfo.com/aadir/statewide_financial_reporting/sefaprogramtitles.pdf] and/or the Florida Catalog of State Financial Assistance (CSFA) <https://apps.fldfs.com/fsaa/catalog.aspx>. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the Contractor is clearly indicated in the Contract.

- This amount is an estimate of the funding amount and subject to change; reference Section III, Compensation of this Contract.

LIST OF HOLIDAYS

New Year's Day

Birthday of Martin Luther King, Jr.

Memorial Day

Independence Day

Labor Day

Veterans' Day Observance

Thanksgiving Day and the Friday After Thanksgiving

Christmas Day - December 25