



FLORIDA DEPARTMENT OF CORRECTIONS

## Office of Administration

### INVITATION TO NEGOTIATE (ITN)

FOR

### COMPREHENSIVE HEALTH CARE SERVICES - INSTITUTIONAL DENTAL CARE FOR INMATES

ITN #15-FDC-110

RELEASED ON  
December 18, 2015

By the:  
Florida Department of Corrections  
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**TIMELINE**  
**ITN# 15-FDC-110**

EVENT	DUE DATE	LOCATION
Release of ITN	December 18, 2015	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Mandatory</b> Pre-Bid Conference and Site Visits	January-February, 2016	See Section 4.14 for a complete listing of these <b><u>mandatory</u></b> site visits.
Questions Due	February 18, 2016 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Support Services Email: <a href="mailto:purchasing@mail.dc.state.fl.us">purchasing@mail.dc.state.fl.us</a> <i>(reference solicitation number in subject line)</i>
Anticipated Posting of Answers to Submitted Questions	March 10, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Replies Due and Opened	March 31, 2016 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Support Services 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	April 13, 2016	Florida Department of Corrections Bureau of Support Services 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated posting of Respondents initially invited for Negotiations	May 17, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Anticipated Negotiations	May-June, 2016	Florida Department of Corrections Bureau of Support Services 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	June, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## **SECTION 1 – DEFINITIONS**

The following terms used in this Invitation to Negotiate (ITN), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

**Access:** The establishment of a means by which dental services are made available to inmates. Unimpeded access will be provided on-site or off-site 24 hours a day, 7 days a week.

**ADA Institution(s):** Institutions which have been designated to accommodate the needs of inmates who have been identified as those with a disability, see HSB 15-03-13.

**Average Daily Population:** The statistical figure, calculated by adding all the daily prison populations in a given month, then dividing that total by the number of days in that same given month.

**American Correctional Association (ACA):** An international accreditation entity that establishes national standards for, and conducts audits of, correctional programs to assess their administration, management, facility operations and services, inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, inmate activity levels, and provision of basic services which may impact the life, safety, and health of inmates, as well as staff.

**Breach of Contract:** A failure of the Vendor(s) to perform in accordance with the terms and conditions of the Contract, which may result from this ITN.

**Business Hours:** 8:00 a.m. to 5:00 p.m., Eastern Time (ET), excluding weekends and State holidays. For services provided at an institution in the Central Time Zone, business hours will be considered 7:00 a.m. to 4:00 p.m., Central Time.

**Close Custody:** A custody status wherein the inmate is restricted to inside a secure perimeter, and is under close supervision. Any inmate in this custody who leaves the secure perimeter will be in restraints, and/or under armed supervision.

**Close Management:** A sub-set of the Close Custody population. Close Management is the confinement of an inmate apart from the general population, for reasons of security, or to maintain the order and effective management of the institution, where the inmate, through their own behavior, has demonstrated an inability to live in general population without abusing the rights and privileges of others.

**Community Custody:** A custody status wherein the inmate is eligible for placement at a community residential facility.

**Community Dental Service Provider:** Dental providers providing services, required under this ITN, off-site in the community.

**Comprehensive Health Care Services - Reception and Medical Center (RMC):** As used herein, Comprehensive RMC Services refers to all medical services, including program support services, as outlined in this ITN, and hospital administration services at RMC Hospital. Comprehensive RMC Services include the provision of medically necessary and appropriate health care treatment to meet the minimum constitutionally adequate level of care established by federal and state law. This includes health care treatment both on-site and off-site.

**Comprehensive Health Care Services - Dental Services:** As used herein, Comprehensive Dental Services refers to all dental services, including program support services, as outlined in this ITN. Comprehensive Dental Services include the provision of necessary and appropriate dental treatment to meet the minimum constitutionally adequate level of care established by federal and state law. This includes dental treatment both on-site and off-site.

**Comprehensive Health Care Services – Institutional Medical Services:** As used herein, Comprehensive Medical Services refers to all medical services, including program support services, as outlined in this ITN. Comprehensive Health Care Services include the provision of medically necessary and appropriate health care treatment to meet the minimum constitutionally adequate level of care established by federal and state law. This includes health care treatment both on-site and off-site.

**Comprehensive Health Care Services - Inpatient and Outpatient Mental Health Services:** As used herein, Comprehensive Health Care Services refers to all mental health services, including administrative support services, as outlined in this ITN. Comprehensive Mental Health Services include the provision of necessary and appropriate treatment and services to meet the minimum constitutionally adequate level of care established by federal law. This includes mental health treatment on-site and off-site, as necessary.

**Contract Compliance Monitoring:** A comprehensive evaluation, conducted on an ongoing basis, by the Department's Contract Manager, or designee, used to document the Vendor's compliance with the terms of the Contract (both administrative and clinical), and to evaluate overall Vendor performance.

**Contract Non-Compliance:** Failure to meet, or comply with, any requirement, deliverable, performance measure, or term of the resultant Contract.

**Contract Services:** Those services provided by a private Vendor, on behalf of the Department, as described in this ITN, and pursuant to an executed Contract.

**Contract:** The agreement, resulting from this ITN, between the successful Vendor and the Department.

**Contractor or Vendor:** The organizational entity serving as the primary Vendor with whom a Contract will be executed. The term Vendor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the primary Vendor.

**Corrective Action Plan (CAP):** A Vendor's comprehensive written response to any deficiencies discovered in the course of Contract monitoring, and plan for remediation of those deficiencies.

**Corrections Medical Authority (CMA):** An independent oversight group, established to ensure the quality of medical care provided to inmates meets established requirements as further defined in 945.601-6036 Florida Statute (F.S.).

**Corrections Mental Health Treatment Facility (CMHTF):** Any extended treatment or hospitalization-level unit, that the assistant secretary for health services specifically designates by Rule 33-404.201, Florida Administrative Code (F.A.C.), to provide acute mental health care, by court order. This may include involuntary treatment and therapeutic intervention, in contrast to less intensive levels of care, such as outpatient mental health care, infirmary mental health care, transitional mental health care, or crisis stabilization care.

**Crisis Stabilization Unit (CSU):** A unit that provides an intensive level of care for close observation, management, and treatment intervention(s), while seeking rapid stabilization of an inmate's acute mental health symptoms and conditions.

**Day:** Calendar day, unless otherwise stated.

**Death Row:** A class of custody, also known as Maximum Custody (different from Maximum Management), wherein the inmate is under a sentence of death.

**Department:** The Department of Corrections, or FDC.

**Disabled Inmate:** Refers to an inmate who has a physical or mental impairment that substantially limits one (1) or more major life activities.

**Electronic Health Records (EHR):** An electronic version of a inmate's medical history, that is maintained by the Vendor(s) over time, and should include all of the key administrative clinical data relevant to that inmate's care while incarcerated (including medical, dental, infirmary, and mental health care), including demographics, progress notes, problems, medications, vital signs, past medical history, immunizations, laboratory data and radiology reports. The EHR automates access to information, and has the potential to streamline the clinician's workflow. The EHR should also have the ability to support other care-related activities directly, or indirectly, through various interfaces, including evidence-based decision support, quality management, and the reporting of outcomes. The EHR shall also include digital dental radiographs.



**End of Sentence (EOS):** When an inmate reaches the end of their court-mandated sentence of incarceration, and is released from a Department institution, thereby ending their eligibility for dental services covered under this ITN.

**General Population:** The population of inmates who are not in a special housing status, or inpatient mental health or medical unit(s).

**Health Classification Grade (also known as Medical Profile):** A designation of overall functional capacity in various areas including medical, mental health, work, transportation, work camp, and impairment status, provided to each inmate upon reception and revised as necessary throughout their incarceration, see HSB 15.03.13.

**Health Services Bulletin (HSB):** Refers to health care guidelines for the provision of inmate health care, created pursuant to Section 945.0634, F.S. Health Services Bulletins do not override rules or procedures, but provide additional guidance for staff and Vendors providing health services. HSBs are published under the authority of the Assistant Secretary of Health Services.

**HIPAA:** The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requiring the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions, and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Vendor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.

**HITECH Act:** The Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009. HITECH generally establishes new requirements for notification of protected health information breaches, makes business associates directly liable for compliance with HIPAA security and privacy requirements, modifies disclosure of accounting rules, and enhances the civil and criminal enforcement of HIPAA. See 42 U.S.C. §§ 17921 and 17931, et seq. The Vendor shall comply with HITECH and all applicable regulations promulgated thereunder.

**Impaired Inmate:** Any inmate who has a professionally determined limitation in his/her performance of daily living activities, work, or participation in the programs and services available to the general inmate population.

**Inmates:** All persons, male and female, residing in institutions, admitted, or committed to the care and custody of the Department. This term encompasses all persons residing in any current or new facility, including but not limited to, correctional institutions, annexes, and satellite facilities.

**Institutions:** As used in this ITN, refers to the entirety of the Department's correctional institutions, annexes, road prisons, work/forestry camps, treatment centers, work release centers, re-entry centers, and other satellite facilities.

**Isolation Management Room (IMR):** A cell, in an infirmary, or inpatient mental health care unit, which has been certified as being suitable for housing those with an acute mental impairment, or those who are at risk for self-injury.

**Medically Necessary:** Health care services that a Health care Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing or treating an illness, injury, or disease, which is:

- Consistent with the symptom(s), diagnosis, and treatment of the inmate's condition;
- Provided in accordance with generally accepted standards of medical practice;
- Not primarily intended as cosmetic, for the convenience of the inmate, or convenience of the health care provider;
- The most appropriate level of supply or service necessary for the diagnosis and treatment of the inmate's condition; and
- Approved by the appropriate medical body, or health care specialty involved, as effective, appropriate, and essential for the care and treatment of the inmate's condition.

**Maximum Management:** A temporary status, designed to an inmate, who through a recent incident, or series of incidents, has been identified as being an extreme security risk to the Department, and who requires an immediate level of control beyond that available in confinement, close management, or death row.

**Medium Custody:** A custody class wherein the inmate is eligible for placement at a work camp with a secure perimeter, but is not eligible for placement in an outside work assignment without armed supervision.

**Minimum Custody:** A custody class wherein the inmate is eligible for outside work assignments, but not eligible for placement at a community residential facility.

**Observation Cell:** A confinement cell, which has been certified as meeting the housing and safety criteria of an isolation management room.

**Offender Based Information System (OBIS):** The Offender Based Information System, which is the Department's official record keeping system for information regarding inmates.

**Procedures:** Written operational and service directives, under the authority of the Secretary of the Department of Corrections, for employees and Vendors to implement and follow without deviation, except as approved by the Secretary of the Department of Corrections.

**Responsible Vendor:** A Vendor who has the capability, in all respects, to fully perform the Contract requirements, and the integrity and reliability to assure good faith performance.

**Responsive Reply:** A reply, submitted by a responsible Vendor, which conforms to all material aspects of the solicitation.

**Self-harm Observation Status (SHOS):** A clinical status, ordered by a qualified health care clinician, which provides for safe housing and close monitoring of inmates who are determined to be suicidal or at risk for serious self-injurious behavior.

**Special Housing:** Refers to administrative confinement (AC), disciplinary confinement (DC), protective management, maximum management, death row, and close management (CM).

**Subcontract:** An agreement, entered into by the Vendor, with any other person or organization, in which that person or organization agrees to perform any obligation, or requirement, on behalf of the Vendor, as specifically related to the terms of the Contract resulting from this ITN. All Subcontracts must be pre-approved by the Department.

**Successful Vendor/Contractor:** A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this ITN.

**Transitional Care Unit (TCU):** The mental health inpatient level of care, indicated for inmates who require more intensive service(s) than those provided in Outpatient Care, or Infirmary Mental Health care, but whose condition is not so acute as to require care at a Crisis Stabilization Unit or Corrections Mental Health Treatment Facility.

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## **SECTION 2 – INTRODUCTION**

### **2.1 Background**

Pursuant to Chapter 945, Florida Statutes (F.S.), the Florida Department of Corrections (FDC) is responsible for the supervisory and protective care, custody, and control of all inmates. As part of this statutory responsibility, the Department provides comprehensive health care services to its inmate patients. The Department is the third largest state prison system in the country, with more than 100,000 inmates, and an operating budget of approximately \$2.3 billion. The Department has 150 facilities statewide, including: 48 major institutions, 17 institutional annexes, seven (7) private prisons (operated by the Department of Management Services and not included in the services procured under this ITN), 33 work camps, six (6) road prisons/forestry camps, one (1) boot camp, 21 contracted community release centers, 21 contracted community release centers, 13 Department-run community release centers, and four (4) re-entry centers.

The Department has divided the State into four (4) regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida) and Region IV (South Florida). A map of the regions, and corresponding facilities, is included in Attachment I. Each major institution is supervised by a Warden, who has full responsibility for the operation of the institution and all associated satellite facilities. Each Warden reports to the Regional Director of Institutions of their assigned region.

Prior to 2012, the Department ran its health services operation by combining State employees, who provided primary care services behind the secured perimeter of the prison, and more than 200 Vendors, who provided specialty care, hospital services and ancillary services. Currently, the Department delivers medical, dental, and mental health services by using an outsourced model with two (2) Vendors. The Vendors provide on-site primary health care, on-site and off-site specialty care, inpatient and outpatient hospital care, and ancillary services. One Vendor also operates the Reception and Medical Center (RMC) in Lake Butler, Florida, which includes a licensed 120-bed hospital, an ambulatory surgical center, and a subcontracted cancer treatment center. The Department provides pharmacy-dispensing services by means of three (3) pharmacies Statewide, and one (1) hospital pharmacy, at RMC.

### **2.2 Statement of Purpose**

The Department is seeking responses, from interested and qualified Vendors, for delivery of comprehensive dental services, effectively and efficiently, to inmate patients at all its institutions, and associated satellite facilities, listed in Attachment II. These services must be provided in accordance with Chapter 466, F.S., and Rule 64B-5 F.A.C., and all Health Care Standards outlined in Section 3. Vendors must have at least three (3), out of the last five (5) years, of business/corporate experience, in the provision of dental services, within a correctional setting, as described in this ITN.

Specifically, the Department is seeking replies for comprehensive dental services for all its facilities. The Department intends to award the resultant Contract to a single Vendor, Statewide.

Throughout the term of the resultant Contract, it will be the policy of the Department to maintain the institutional capacities, and functional grades, shown in Attachment III, at or near the maximum level for each institution. The actual population at each institution may not be currently at maximum capacity; however, the Vendor shall be prepared to deliver dental services up to and including the identified maximum capacity level(s) during the term of the resultant Contract. Actual populations as of June 30, 2015 are also shown in Attachment III, for reference.

In addition, subsequent to establishing a Contract resulting from this ITN, if the Department determines that additional services (within the scope of the service(s)), additional minimum specifications, modifications, or deletions are needed, and it is in its best interest to change the scope of service with regards to the specified service delivery, then the Department reserves the right to amend the Contract, with any Vendor receiving an award. Only changes within the general scope of service are allowed under Chapter 287, F.S., and all changes, other than those of a purely administrative nature, will be completed through a written Contract Amendment.

In the event any Contract resulting from this ITN is terminated early by either party, the Department reserves the right to procure services from the next highest ranking responsive and responsible Vendor.

### **2.3 Procurement Overview**

The Department is requesting competitive, sealed replies, from responsible Vendors, in order to establish a multi-year Contract for the provision of dental health services to inmates in the Department's care. The Department is interested in considering value-added services that would be beneficial to, or will otherwise complement, the services required by this ITN.

The process for evaluating and selecting a Vendor will consist of two phases. The first phase involves evaluation of the replies to the ITN, which will result in the selection of Vendors to proceed to the negotiation phase. In the second phase, Vendors will be asked to provide a presentation of their proposal. This phase also includes negotiation of a final statement of work, pricing, and terms and conditions of the final Contract. The negotiation phase culminates in one or more of the Vendors receiving a request, from the Department, to submit a best and final offer (BAFO), which must include: (1) a revised statement of work; (2) a final Contract draft; and (3) a final cost and compensation model. The Department will award the Contract to either a single statewide Vendor.

### **2.4 FDC Health Care Goals**

The Department is looking to not only continue providing, at minimum, the levels of care required by law and rule, but also to achieve strategic improvements in the areas of inmate care. Overall goals for the Department include:

- A reduction in inmate mortality where early detection and appropriate, timely treatment could have avoided preventable mortality.
- Assurance that inmates in special housing have full access to and receive the same level of health care as inmates within the general population.

- A reduction in the volume of inmate grievances and litigation related to health care services.
- Improvement in waiting times for dental services.
- Reviews of available technologies to provide enhanced services at reduced costs.

The intent of this procurement is to contract with a service provider who will assist the Department in meeting these goals.

#### **2.4.1 Specific Goals of this ITN**

- Establish a flexible contract, with transparency of service costs and better alignment of costs with services.
- Establish a contract that allows the Vendor to bring market expertise, and an ability to shape strategy, to lower the cost of health care services.
- Ensure a smooth transition/continuation of services from the current Contract to a new Contract without disruption.
- Award to a Vendor that applies clinical and operational expertise to ensure a smooth continuation of services with minimal risk.
- Ensure pricing that is cost effective throughout entire term of the Contract.
- Establish a collaborative relationship, with the prospective Vendor, which will maximize the extent to which the Department can achieve the objectives of this ITN.

## **2.5 Transition and Service Implementation**

The Vendor must have the ability to implement service delivery, as described herein, on a date agreed upon by both the Vendor and the Department. As part of its reply to this ITN, each Vendor must provide an Overall Statewide Implementation Plan, including a timeline for transition at each institution, and a detailed description of the transition plan for delivery of dental services.

The Vendor must provide a final Overall Statewide Implementation Plan, which includes a list of all major transition activities, with responsible parties and timelines; at least forty-five (45) calendar days prior to the transition begin date. The plan shall include provisions for: oversight of program management and clinical functions; human resources; setting up a provider network and ancillary services; utilization management; quality management; financial management; claims/invoice processing; reporting; licenses and permits; equipment and supplies; information technology; and target transition dates for each institution and associated satellite facilities covered by this ITN.

In addition, the Vendor shall:

- Meet with the Department, within three (3) days of Contract execution, to present a Final Transition Plan in order to ensure an efficient and seamless transition from the current Vendor. This plan should be of greater detail than the Overall Statewide Implementation Plan.
- Provide regular reports to the Department, not less than weekly, on the status of filling positions and the transition in general

- Submit the Final Transition Plan to the Department for approval within fifteen (15) days of Contract execution. The Final Transition Plan shall be designed to provide seamless transition, with minimal interruption of health care to inmates. Final transition at each institution shall be coordinated between the Contractor and the Department
- Commence provision of dental services to the Department's inmates consistent with the approved Overall Statewide Implementation Plan and Final Transition Plan Schedule.
- Assume full responsibility for comprehensive dental care service delivery within 90 days of Contract execution, or on a date agreed upon in writing between the Vendor and the Department.

During the transition period, the Department will provide access to all records, files and documents necessary for the provision of health care services, including but not limited to inmate records, utilization management records, and financial reports. Payment for each facility shall begin at 12:01 a.m. on the implementation date, contingent upon actual implementation of services. There will be no compensation provided before the implementation date at each facility.

The Department reserves the right to revise the timeline, Overall Statewide Implementation Plan, and/or cancel this ITN, as it deems necessary, in its best interest, or in the best interest of the State.

## **2.6 Term of Contract**

It is anticipated that the initial term of any Contract(s) resulting from this ITN shall be five (5) years. Additionally, the Department may renew the Contract for up to five (5) renewal years, or portions thereof. Any renewal shall be contingent, at minimum, upon satisfactory performance by the Vendor, as determined by the Department, and will be subject to the availability of funds. If the Department desires to renew the Contract resulting from this ITN, it will provide written notice to the Vendor no later than 120 days prior to the Contract expiration date.

## **2.7 Pricing Methodology**

The Department is seeking pricing that will provide the best value to the State; therefore, interested Vendors must submit a Cost Reply, utilizing the Price Information Sheet, Attachment IV. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most cost effective, and innovative, solution for services and resources, as cost efficiency for the State will be a consideration in determining best value. Vendors must provide the Cost Reply in accordance with the instructions in Sections 4.6 and 4.7.

The successful Vendor will be responsible for all costs associated with the provision of comprehensive dental services, including costs for non-formulary pharmaceuticals, dental supplies, instruments, laboratory fees, equipment, and waste disposal (hazardous and non-hazardous). The Vendor must provide adequate equipment and supplies to maintain a fully functional dental clinic at all times.

Vendors shall provide a single capitation rate, (per-inmate, and per-day) for the delivery of comprehensive dental services. The Contract payment(s) will be based on the average monthly

number of inmates, as reported in the Department's official Monthly Average Daily Population (ADP) report.

The Department will deduct approximately \$400,000, on an annual basis, from the Vendor's payments to cover costs associated with expenses relating to monitoring of the Dental Health Services Contracts.

Compensation will be based on the provision of comprehensive dental services (see Section 3, Scope of Services Sought), which includes, but is not limited to the following services:

### **Dental Health Services**

- Emergency dental treatment
- Urgent, non-emergent, dental treatment
- Routine dental treatment
- All other therapeutic and diagnostic ancillary services
- All reception/intake examinations
- All dental-related appliances and prostheses

### **Utilization Management**

- Provision of a nationally accepted or recognized electronic Utilization Management System
  - This program must contain basic audits and edits such as the federally required National Correct Coding Initiative edits
  - The system must include criteria for determination of dental treatment, must maintain a database of all dental referrals (including, but not limited to, Trauma, Cancer, Medical, Temporomandibular Disorders (TMD), Oral Surgery, Endodontics, Periodontics, Obturators, Prosthetics and Implant Treatments), must be available for view and use by the Department's Utilization Management Contract Manager and Director of Dental Services, and must have an electronic process for an escalated review when a referral for services is denied.

### **Pharmacy Services**

- Provision of all non-formulary prescription medications (except for medications provided through the Federal 340b Drug Discount Program), including injectables.
- Acquisition and maintenance of all applicable pharmacy licenses
- Monthly consultant pharmacist inspections

### **Other Costs across Service Categories**

All direct and indirect costs associated with the delivery of dental services will be incurred by the Vendor to include, but not be limited to:

- All costs for dental/surgical and office supplies
- All costs for on-site dental and office equipment needed in addition to existing equipment
- Other costs, not specifically identified, but commonly associated with delivery of necessary dental services
- Costs related to Vendor-required computer installations, software, etc.



In addition, the Department reserves the right to access any programs under the new Federal Health Care Reform Act, Federal State Local Grants, and Partnership opportunities, or any State initiatives, that result in savings on health care or dental costs. Changes will be made by formal Contract amendment.

## 2.8 Resources

The Department is providing links to resources, which Vendors may find helpful in the development of appropriate solutions, implementation and transition approaches, operations, and pricing, in order to best meet the needs of the Department. In order to gain a comprehensive understanding of the current services, Vendors are strongly encouraged to review the information contained in these links.

Pricing and utilization data are based on costs from fiscal year 2011-2012 (the last year the Department was responsible for the provision of health care services). Many exhibits contain multiple files. In addition, some exhibits contain information on health care services and/or correctional institutions that may not be covered by this ITN. The Vendor may disregard any information that does not pertain to this ITN.

- Original Comprehensive Health Care Services procurements:  
[http://www.myflorida.com/apps/vbs/vbs\\_www.ad\\_r2.view\\_ad?advertisement\\_key\\_num=98603](http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98603)  
[http://www.myflorida.com/apps/vbs/vbs\\_www.ad\\_r2.view\\_ad?advertisement\\_key\\_num=98604](http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98604)  
[http://www.myflorida.com/apps/vbs/vbs\\_www.ad\\_r2.view\\_ad?advertisement\\_key\\_num=98605](http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98605)  
[http://www.myflorida.com/apps/vbs/vbs\\_www.ad\\_r2.view\\_ad?advertisement\\_key\\_num=98606](http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98606)  
[http://www.myflorida.com/apps/vbs/vbs\\_www.ad\\_r2.view\\_ad?advertisement\\_key\\_num=98607](http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98607)
- Current Comprehensive Health Care Services contracts:  
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2757>  
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2758>
- All current Department policies, procedures, and Health Services Bulletins (except those identified as “restricted.”)  
<http://www.dc.state.fl.us/business/HealthSvcs/procedures.html>  
<http://www.dc.state.fl.us/business/HealthSvcs/bulletins.html>
- Helpful statistical information  
<http://www.dc.state.fl.us/business/healthsvcs/exhibits.html>

Some of the Department’s procedures are identified as “restricted” and are not available for public viewing. Restricted Department procedures will be made available to interested Vendors for the

development of replies. To obtain a copy of the restricted procedures, Vendors must email a signed copy of Attachment V, Nondisclosure Agreement for Restricted Information, to the Procurement Officer, along with their Express Mail (i.e., FedEx, UPS) account number to cover the cost of shipping. Once the signed agreement is received by the Procurement Officer, the Department will provide the restricted procedures on a CD to the Vendor, via overnight mail.

If you have trouble accessing any of the Documents, please contact the Procurement Officer.

Note: Exhibits are provided for estimating purposes only. All possible efforts have been made to ensure the information contained in the resource documents is accurate, complete, and current.

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## **SECTION 3 – SCOPE OF SERVICES SOUGHT**

All comprehensive health care services are currently provided to the State via the above referenced contracts with Corizon, LLC and Wexford Health. The current Vendors provide all medical, mental health, and dental care, as well as operate the Department's hospital, RMC. The State is responsible for providing inmates with a constitutional standard of care when they are admitted to the Department's prisons, in accordance with Sections 945.025(2), and 945.6034, F.S. The Department's health care delivery is managed by its Office of Health Services (OHS), which oversees the delivery of health-related services, provides technical assistance to the Vendors, and handles statewide operational functions such as policy development, grievance appeals, clinic-legal issues, contract management and monitoring, and collaboration with other State agencies.

### **3.1 General Description of Services**

The Florida Department of Corrections seeks to continue deliverance of required dental health services to our correctional population, in a cost effective manner. The provision of services is provided both on-site, at state-operated correctional institutions, and off-site at hospitals, dental offices, and specialty care offices/centers. The objective of this ITN is to solicit information from qualified Vendors, who can manage, and operate, a comprehensive dental health program for the Department, in a cost-effective manner, by delivering required dental care services that meet constitutional and community standards. Under the Contract, the Vendor would assume total liability for dental health service(s) delivered to the inmates under the care and supervision of the Department. This includes all dental care provided in dental clinic(s), dental care which cannot be provided in the dental clinic(s), and response to any emergencies which occur in the dental clinic, until the appropriate medical or mental health providers arrive.

A standardized program of routine, urgent, and emergency dental services, is to be available to all inmates. Emphasis shall be placed on preventative dental practices. Comprehensive dental services will be provided at a minimum constitutionally adequate level of care. This means all necessary dental care will be provided either routinely, urgently, or emergently, as dictated by the need(s), to resolve the issue(s) presenting. Dental treatment shall be provided in accordance to the treatment plan, based upon established priorities that in the dentist's clinical judgment are necessary to maintain the inmate's health status.

#### **Health Care Standards**

The Department is responsible for providing health care services in accordance with established standards of care. Vendors will be held accountable for providing care in accordance with these standards. Section 945.6034(1), F.S. outlines the general requirements of these standards:

“The Assistant Secretary for Health Services is responsible for developing a comprehensive health care delivery system and promulgating all Department health care standards. Such health care standards shall include, but are not limited to, rules relating to the management structure of the health care system and the provision of health care services to inmates, health care policies, health care plans, quality management systems and procedures, health service bulletins, and treatment protocols.”

Many current FDC health care standards are based in large part on the results of several landmark cases. In *Estelle v. Gamble*, 429 U.S. 97 (1976), the United States Supreme Court determined that prisoners have a constitutional right to adequate medical care, and that it is a violation of the Eighth Amendment to the Constitution to deny a prisoner necessary medical care or to display deliberate indifference to an inmate's serious medical needs. *Estelle v. Gamble* set the original, national standard for correctional health care. Two additional cases have had a major impact on the delivery of health care services in Florida's correctional institutions, *Costello v. Wainwright*, 525 F.2d 1239 (5<sup>th</sup> Cir. 1976) and *Osterback v. McDonough*, 549 F.Supp.2d 1337 (M.D. Fla. 2008) (Close Management Litigation).

Contractors must provide health care services in accordance with the national American Correctional Association (ACA) standards, and prevailing professional practice standards and guidelines, and state and federal statutes. The performance of the Contractor's personnel and administration must meet or exceed standards established by ACA as they currently exist and/or may be amended.

From time to time, the Governor of Florida may issue Executive Orders that impact the Department's health services operations. The Contractor must comply with the terms and conditions of any Executive Orders that are issued by the Governor.

Attachment VI depicts the different elements involved in the FDC medical standards of care, including: access to care requirements, standards, policies and procedures, and measuring compliance. Contractors are expected to familiarize themselves with all of Florida's specialized care requirements and prepare staffing and cost estimates for their proposals accordingly. These care requirements must be followed.

**Department policy, procedure, or directive language will take precedence over the Vendor's policies and procedures in the event of any conflict between the two.**

The Vendor shall be responsible for all pre-existing dental conditions of those inmates covered under a resultant Contract as of 12:00 a.m. on the first day of Contract implementation, as described in the Transition Plan, as approved by the Department. The Vendor shall be responsible for all dental health costs incurred for services provided after 12:00 a.m. on the first day of Contract implementation, without limitation as to the cause of an injury or illness requiring health care services.

In addition, the Vendor shall implement a written dental health work plan with clear objectives; develop and implement policies and procedures; comply with all state licensure requirements and standards regarding delivery of dental health care; maintain full reporting and accountability to the Department; and maintain an open, helpful, and collaborative relationship with the Department's Administration, Office of Health Services, Department staff, Regional Directors, Wardens, and institutional staff.

Vendors shall review all existing policies and procedures. In an effort to obtain the most efficient health care delivery system, the Department will consider changes to policies, procedures and forms, if they are not specifically mandated by law. Upon award of the Contract, the Vendor may propose revisions that will enable it to deliver care more effectively, while continuing to meet statutory requirements. Any suggested revisions must be approved by the Department prior to implementation by the Vendor. The Vendor shall comply with all established health care policies and procedures.

The Vendor is reminded that it must fully comply with Section 466.0285, F.S. which states that, “no person other than a dentist licensed pursuant to Chapter 466, no any entity other than a professional corporation or limited liability company composed of dentist may employ a dentist or dental hygienist in the operation of a dental office, may control the use of any dental equipment or material while such equipment or material is being used for the provision of dental services, whether those services are provided by a dentist, a dental hygienist, or a dental assistant, or may direct, control, or interfere with a dentist’s clinical judgment.”

### **3.2 Overview of Services**

It is the intent of the Department to acquire complete and operational dental services for the population we serve. Any incidental dental, and/or ancillary service, omitted from these specifications may be provided as a part of the Vendor’s price in order to deliver a quality, working, comprehensive dental health program that is in compliance with the specifications of this ITN. The Vendor’s dental services, training curriculum, staff and supplies must be fully identified, described, and documented within the Vendor’s reply. All staff, supplies, dental equipment, dental instruments, and other required components of this ITN will be included in the submitted price.

The Vendor must provide dental services in a humane manner, with respect for inmates’ rights to appropriate dental health services.

There are six primary components that make up the current services:

- Program Management;
- Institutional Dental Care;
- Specialty Dental Care and Utilization Management;
- Quality Management;
- Pharmaceutical Services; and
- Electronic Health Records.

These components are discussed in greater detail in Section 3.4 below.

The Vendor shall not dispute or refuse acceptance of any inmate assignment based on any dental, medical and/or mental health condition(s).

### **3.3 Service Locations and Service Times**

**3.3.1 Institution and Facility Locations:** The facilities to be included under this Contract include all currently operating institutions and allied facilities as indicated in Attachment II.

**3.3.2 Addition or Delete Institutions/Facilities for Services:** The Department reserves the right to add, or delete, institutions and/or facilities that receive, or require, services under the Contract upon no less than sixty (60) days’ written notice. Such additions or deletions may be accomplished by letter, and do not require a Contract amendment.

**3.3.3 Service Times:** The Vendor shall ensure access to comprehensive dental health services, as required, within Section 3, Scope of Services Sought, twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

### **3.4 Dental Service Areas**

#### **3.4.1 Program Management**

##### **3.4.1.1 Description**

The Vendor will be responsible for the overall program management of comprehensive dental services. This includes the following areas of responsibility:

- a) Facilities –Establish facility space in the State of Florida, to house the Vendor’s leadership team. The Vendor will be responsible for all costs associated with the facility, including supplies, computers, phones, and any other electronics.
- b) Deliverables – Ensure delivery of all Contract deliverables, as defined in Section 3.4.
- c) Presentations – Create, maintain, and deliver presentations on the dental services program, and its operational performance.
- d) Impact Analyses – Perform and present impact analyses on how potential rule, or statute changes may impact dental services and its cost and success.
- e) Analytics – Compile, maintain, and produce statistical information, related to inmate dental health, which the Department can use to make changes, and improvements, in the delivery of dental services.
- f) Contract Compliance – Monitor Contract responsibilities and performance, ensure compliance, and report metrics, including shortfalls, on a monthly basis.
- g) Service Function Oversight and Success – Provide oversight of each of the following service functions:
  - Program Management
  - Institutional Dental Care
  - Specialty Dental Care and Utilization Management
  - Quality Management
  - Pharmaceutical Services
  - Electronic Health Records

Oversight includes:

- Resource Planning
- Risk and Issue Management
- Change Control
- Budget Control

- Quality Assurance

### 3.4.1.2 How Service is Provided Today

Program management is performed today by two Comprehensive Health Care Vendors (CHCCs), who also provide dental health services. They coordinate the delivery of dental health services and provide management services to include:

- Leadership at statewide, regional, and institutional levels
- Oversight of all administrative and program management requirements
- Problem resolution, involving the delivery of dental services, policy compliance, etc.
- Ensure timely delivery of Contract reports and deliverables
- Oversight of corrective action(s) related to performance issues
- Coordination of staffing issues (filling vacancies, employee relations, etc.)
- Ensure responsiveness to requests for records, information, and coordination of legal issues, etc.
- Resolution of issues related to subcontractors (performance, billing, etc.)
- Coordination of specialty care programs
- Maintenance, repair, and replacement of dental equipment
- Maintenance, repair, and replacement of Department computers that were provided at initial transition
- Purchase and maintenance of additional computers, or network equipment, as needed
- Establishment and maintenance of a secure information systems network for CHCC employees

The Department oversees the delivery of dental services, provides technical assistance to the Vendors, and handles statewide functions such as policy development, grievance appeals, review of denied services, clinical-legal correspondence, and Contract management and monitoring. The Department maintains three (3) regional pharmacies, and a pharmacy at the prison hospital at its Reception and Medical Center (RMC), from which it will dispense formulary medications. The Department retains control of bed movement(s) for the RMC Hospital, other critical care medical beds, and inpatient mental health beds.

### 3.4.1.3 Program Management Minimum Requirements

Program Management Requirements (PGM)	
No.	Requirement
PGM-001	<p>The Vendor shall provide administrative oversight to ensure all program management functions are carried out in accordance with the requirements outlined in this ITN. At a minimum, the Vendor shall have the following program management positions:</p> <p>a) A Florida-licensed, non-clinical Dental Director (Dentist), responsible for providing clinical oversight of all dental care, both on and off-site, responsible for Dental Utilization Management, and responsible for the supervision of all dental staff members. This position will also serve as a liaison to the</p>

### Program Management Requirements (PGM)

	<p>Department's Director of Dental Services.</p> <ul style="list-style-type: none"> <li>b) Four (4) Florida-licensed, Regional Dental Managers (Dentists), one for each Region, responsible for all clinical dental care within that Region. The Regional Dental Manager may provide clinical services at an institution within the Region they manage.</li> <li>c) A Florida-licensed, or Board of Dentistry-approved Dentist, for each Dental Clinic, to be assigned as the responsible authority for all dental care and related issues.</li> <li>d) Adequate Florida-licensed Dental Hygienists, Dental Assistants, and other clinical dental supportive staff.</li> <li>e) Administrative staff to handle routine business functions, including: customer service, information technology (IT) support for field staff, analytics, billing, etc.</li> </ul> <p>Staff must be available by phone, for issues related to delivery of dental services and Contract management, Monday through Friday, during business hours. After regular business hours, the Vendor must have on-call telephone coverage, for emergent or urgent purposes, only.</p>
<b>PGM-002</b>	The Vendor shall provide Dental Health Education, by trained licensed dental health staff, to Institutional Staff, as outlined in the Department's Master Training Plan, and as needed.
<b>PGM-003</b>	The Vendor shall develop the agenda for, and be prepared to conduct, quarterly reviews of service operations (including key statistics, challenges and successes, and recommendations for policy improvement) with FDC senior management
<b>PGM-004</b>	The Vendor shall establish, and maintain, office space to house the Vendor's Florida leadership team. The Vendor will be responsible for all costs associated with this facility, including rent, utilities, equipment, supplies, computers, phone, and other electronics.
<b>PGM-005</b>	The Vendor shall work cooperatively with the FDC Contract Manager to establish and maintain communication protocols for the handling of routine, urgent, and emergent Contract issues.
<b>PGM-006</b>	The Vendor shall establish an online collaboration site (ex. SharePoint) for sharing documents, and other program information, between the Vendor and the Department.
<b>PGM-007</b>	The Vendor shall provide a transition plan for the end of the life of the Contract.
<b>PGM-008</b>	The Vendor shall establish and maintain a system to ensure staff, and subcontractors, working on any Contract resulting from this ITN, are knowledgeable of, and adhere to, all applicable Statutes, Rules, Department Procedures, Health Services Bulletins (HSBs), manuals, and forms covering the delivery of health care services, security operations, and the conduct of staff in the institutional health services units. Staff and subcontractors shall be trained on, and given routine access to, all policies and procedures that pertain to their job responsibilities.
<b>PGM-009</b>	<p><u>Initial Staffing</u></p> <p>The Vendor shall develop and implement a staffing plan, which identifies all positions at the State, regional, and institutional levels, and ensures compliance with the requirements outlined in this ITN. The staffing plan should be updated periodically, but no less than once a quarter, and is expected to be flexible, so as to respond to institutional mission changes over the course of any Contract resulting from this ITN.</p>



**Program Management Requirements (PGM)**

The Vendor must provide this staffing plan to the Department's Contract Manager, or designee, within five (5) business days of Contract execution, and annually thereafter. In the event there are mission changes that impact dental service functions, and responsibilities, at institutions covered by this Contract, the Department shall advise the Vendor of such changes in writing. The Department must approve any reductions to the original, approved staffing plan, which will be agreed to upon prior to Contract execution.

Updated Staffing

On a monthly basis, the Vendor must provide a list of personnel, including those who have been added and/or removed since the prior report, titles, start date, date(s) of required trainings, credentials (as applicable), and date(s) of successful background screening, by the tenth (10<sup>th</sup>) day of each month, to the Department's Contract Manager, or designee.

**PGM-010**

Any Contract resulting from this ITN will include the following minimum staffing requirements:

Adequate Staffing Levels

The Vendor shall provide an adequate level of staffing for provision of the services outlined herein. Ensure staff and subcontractors providing services meet minimum requirements and complete all required orientation and training.

Minimum Qualifications

- a. All Vendor and subcontractor staff, providing services under this Contract, shall meet the minimum requirements outlined in Attachment VI. Staff members that do not meet these requirements will not be approved to work under any Contract resulting from this ITN.
- b. All Vendor and subcontractor staff, providing services under any Contract resulting from this ITN, must be fluent in both written and spoken English.

Conduct and Safety Requirements

The Vendor shall ensure all staff adhere to the standards of conduct prescribed in Chapter 33-208, F.A.C, and as prescribed in the Department's personnel policy and procedure guidelines, with particular regard for 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 submitting a response to this ITN, the Vendor acknowledges and accepts, for itself and any of its agents, that all or some of the services to be provided under the resultant 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 with this environment. Staff conduct requirements are as follows:

- a. The Vendor's staff shall not display favoritism to, or preferential treatment of, one inmate, or group of inmates, over others.

**Program Management Requirements (PGM)**

- b. The Vendor's staff shall not deal with any inmate except as in a role that supports services under the 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, an inmate's family, or close associate, no matter how trivial the gift or service may appear. The Vendor shall report to the Contract Manager any violation(s), or attempted violation(s), of these restrictions. In addition, no staff member shall give any gifts, favors, or services to inmates, their families or close associates.
- c. The Vendor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ inmates or their families in any capacity.
- d. The Vendor's staff shall not have outside contact (other than incidental contact) with an inmate being served, or the inmate's family or close associates, except to complete activities specifically to be rendered under this Contract.
- e. The Vendor's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit, or scrutiny, upon the Vendor or Department. In providing services pursuant to this ITN, the Vendor shall ensure its employees avoid both misconduct and the appearance of misconduct.
- f. While delivering services under this Contract, neither the Vendor nor its staff, shall wear clothing that resembles, or could reasonably be mistaken as, an inmate's uniform, any correctional officer's uniform(s), or any other law enforcement agency or entity. The Contractor's staff shall comply with the Department's procedures on dress and grooming.
- 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 his/her designee, including any proposed action to be taken by the Vendor. Any failure to report a violation, or take appropriate disciplinary action, against the offending party, or parties, shall subject the Vendor to appropriate management action, up to, and including, termination of the Contract.
- h. The Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Contract Manager, or his/her designee within twenty-four (24) hours of the Vendor's knowledge of the incident.

**PGM-011**

Inmate dental health records must be maintained in accordance with HSB 15.12.03, *Health Records*, and HSB 15.04.13, *Dental Services/Standard Operating Procedures, Supplement D*. All dental health records are the property of the Department, and shall remain with the Department upon expiration, or termination, of any Contract resulting from this ITN. The Vendor shall:

- a) Ensure all inmates have a dental health record that complies with HSB 15.12.03;
- b) Safeguard and secure dental health records, and any other documents containing protected health information, in accordance with Procedure 102.006, *HIPAA Privacy Policy*;
- c) Employ a sufficient number of trained dental support staff, in order to ensure clinical information significant to an inmate's health is filed in each dental health

**Program Management Requirements (PGM)**

	<p>record within seventy-two (72) hours of receipt;</p> <p>d) Process dental health record transfers in accordance with Procedure 401.017, <i>Health Records and Medication Transfer</i>;</p> <p>e) Perform dental health record vault audits, in accordance with the schedule, outlined in HSB 15.12.03;</p> <p>f) Secure, and transport, dental records of inmates who have reached End-of Sentence (EOS), in accordance with HSB 15.12.03, Section XII, and <i>Post-Release (EOS) and Deceased Inmates - Health Record Retention and Destruction Schedule</i>;</p> <p>g) Organize, and transmit, any loose filing discovered after a record has been transported, in accordance with Procedure 401.017 or HSB 15.12.03, as applicable. The information shall be secured separately from any other medical or dental records, and clearly marked with the inmate's name and DC number, then mailed to the inmate's current institution, or to the medical records archive if the inmate has reached EOS.</p> <p>h) Upon request, and in a timely manner, make all nonproprietary records available to the Department for any litigation, requests for public record or monitoring and evaluation activities of the resultant Contract.</p>
<p><b>PGM-012</b></p>	<p>The Vendor shall ensure institutional dental health services staff (including its staff and subcontractors) adhere to all requirements outlined in HSB 15.06.04, Offender-Based Information Systems-Health Services (OBIS-HS). All clinical information outlined in HSB 15.06.04, Section II, shall be data entered within seventy-two (72) hours of receipt. Reports shall be run in accordance with the schedule outlined in HSB 15.06.04, Section IV. There must be sufficient staff at each institution to meet the requirements of this HSB.</p> <p>Training, technical assistance and security access will be handled through a tiered approach. The Vendor shall set up an IT support desk and designate "super users" to serve as the main points of contact to Department staff. The Department will provide staff to coordinate security access requests, and provide train-the-trainer sessions and technical assistance to the super users. This training will be provided prior the transition date and annually thereafter. The Vendor's super users will be responsible for providing training and technical assistance to regional and institutional dental health services staff. The Vendor will be responsible for ensuring all staff, requiring access to OBIS, are trained on data entry and reporting requirements.</p> <p>In addition, the Vendor will be responsible for providing staff to participate in all phases of the development, and implementation, of Electronic Health Records (EHR), including, but not limited to: requirement(s) documentation, training, user acceptance testing, and transitioning from OBIS.</p>
<p><b>PGM-013</b></p>	<p>The Vendor shall ensure all direct care staff document dental encounters appropriately.</p>
<p><b>PGM-014</b></p>	<p>The Vendor shall ensure appropriate staff attend all required FDC meetings, including, but not limited to:</p> <p>a) <b>Impaired Inmate Committee:</b> Institutional staff multidisciplinary team working together for the development, implementation, and monitoring of an individualized service plan for each impaired inmate.</p>

**Program Management Requirements (PGM)**

	<ul style="list-style-type: none"> <li>b) <b>Pharmacy and Therapeutics Committee meeting:</b> Committee whose members are appointed by the Assistant Secretary of Health Services. Voting members are representative of medical, mental health and dental disciplines. This group meets a minimum of two times per year. The group is responsible for, but not be limited to, the following:             <ul style="list-style-type: none"> <li>a. Establishment and maintenance of a comprehensive departmental drug formulary.</li> <li>b. Approval of policies and procedures relating to selection, distribution, handling, use and administration of drugs</li> <li>c. Evaluation of clinical data concerning new drugs or preparations requested for addition to the formulary.</li> </ul> </li> <li>c) <b>Quality Management (QM) meetings:</b> Program designed to evaluate and help improve the quality of health care services provided to inmates of the Florida Department of Corrections. Statewide QM meetings take place at least two times per year. Institutional QM meetings are held monthly.</li> <li>d) <b>Statewide Operational Meetings</b> are usually held in conjunction with the statewide QM meetings and Pharmacy and Therapeutics Committee meeting. The purpose of this meeting is to discuss and resolve issues related to the overall operation of the inmate health care system.</li> </ul>
<b>PGM-015</b>	<p>The Vendor shall:</p> <ul style="list-style-type: none"> <li>a) Possess and maintain documents relevant to any Contract resulting from this ITN, including, but not limited to, current copies of all required State and Federal licenses, permits, registrations, and documentation regarding insurance.</li> <li>b) Bear any costs associated with all required compliance inspections, environmental permitting designs, and any experts required by the Department to review specialized dental requirements.</li> <li>c) Ensure all required operating licenses; permits, registrations, and insurance are acquired prior to the transition date at each awarded institution.</li> <li>d) Post license and permits at each institution, in accordance with statutory requirements, and FDC policy.</li> <li>e) Maintain current copies of the foregoing documents which include, but are not limited to:             <ul style="list-style-type: none"> <li>a. The face-sheet of the current insurance policy, showing sufficient coverage</li> <li>b. Any applicable State and/or Federal licenses related to services provided under any Contract resulting from this ITN</li> </ul> </li> </ul> <p>In addition, the Vendor shall ensure all such licenses, permits, and registrations remain current and in good standing throughout the term of the Contract. Any revisions, or renewals, to the above documents made during the Contract period, shall be submitted to the FDC Contract Manager within fifteen (15) days of said revision or renewal.</p>
<b>PGM-016</b>	<p>The Vendor shall develop a Biomedical, Hazardous and Pharmaceutical/Dental Waste Plan, to outline the definition(s), collection, storage, decontamination, and disposal of regulated waste. A copy of this plan shall be submitted to the Contract Manager within thirty (30) days of Contract execution.</p>
<b>PGM-017</b>	<p>The Vendor shall execute any subcontract(s) for disposal of waste, and provide to the</p>

Program Management Requirements (PGM)	
	Contract Manager a list of all biomedical/pharmacy dental/pharmaceutical waste subcontractors at least thirty (30) days prior to the transition date at each institution.
<b>PGM-018</b>	<p>The Vendor shall be responsible for the following, in relation to Automatic External Defibrillators (AEDs), Oxygen, Emergency Drug Kits and Protective Devices:</p> <ol style="list-style-type: none"> <li>a. The provision and maintenance of AEDs in each institutional dental clinic, as required by the Florida Board of Dentistry Rule 64-B5-17.015 (Office Safety Requirements) and Chapter 466, F.S.</li> <li>b. The provision and maintenance of a portable oxygen tank with tubing and mask(s) in each institutional dental clinic.</li> <li>c. The provision of an Emergency Kit, in each institutional dental clinic, as outlined in HSB 15.04.13, Dental Services; Supplement A, Dental Office Emergency Treatment Protocols.</li> <li>d. The provision of Personal Protective Equipment (PPE) to all dental staff members with inmate contact.</li> </ol>
<b>PGM-019</b>	The Vendor shall participate in the Department's annual disaster drill.
<b>PGM-020</b>	<p>The Vendor shall:</p> <ol style="list-style-type: none"> <li>1. Ensure compliance with the Federal Health Insurance Portability and Accountability Act (HIPAA) privacy and security requirements.</li> <li>2. Ensure all staff members (including subcontractors) are trained on FDC Procedures 102.006, <i>HIPAA Privacy Policy</i>, and 206.010, <i>Information Technology Security Relating to HIPAA</i>.</li> <li>3. Ensure a release of information (FDC Form DC4-711B, <i>Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information</i>) must be obtained for the release of all Protected Health Information, except under the conditions outlined in Procedure 102.006, Specific Procedure 2.</li> </ol>
<b>PGM-021</b>	The Vendor shall develop, implement, and manage a system for tracking the time and response of all care inquiries or complaints made by: inmates, individuals inquiring on behalf of an inmate (family members, personal representatives), and other officials (the Executive Office of the Governor, the Correctional Medical Authority, etc.). When the Department requests copies of dental records, summaries, or any other clinical information on inmates, the Vendor shall provide the documentation to the Assistant Secretary of Health Services, or designee, within seventy-two (72) hours.
<b>PGM-022</b>	<p>The Vendor shall process all inmate requests, informal grievances, and formal grievances, in accordance with the following policy directives:</p> <ol style="list-style-type: none"> <li>a. Sections 33-103, F.A.C and forms DC6-236 (<i>Inmate Request</i>) and DC1-303 (<i>Request for Administrative Remedy or Appeal</i>)</li> <li>b. HSB 15.04.05, <i>Dental Care Inquiries, Complaints and Informal Grievances</i></li> </ol> <p>The Institutional Dentist Manager shall:</p> <ul style="list-style-type: none"> <li>• Serve as the liaison to the Warden, and designee(s), on all issues related to institutional dental care grievances;</li> <li>• Process, and respond to, inmate requests, informal grievances, and formal grievances that involve dental services in accordance with policy;</li> <li>• Maintain copies of all inmate requests, informal grievances, and formal grievance in the dental clinic;</li> </ul>

**Program Management Requirements (PGM)**

- Ensure a copy of the completed DC6-236 or DC1-303 is placed in the inmate's dental record and documented in the record, in accordance with documentation requirements outlined in HSB 15.02.01, Sections IV, Parts A and B or HSB 15.04.05, Section IV, Parts A and B; and
- Maintain tracking logs for inmate requests, informal grievances, and formal grievances, on the DC4-797C, *Grievance, Inmate Request or Inquiry Log*.

A release of information (FDC Form DC4-711B, *Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information*) must be obtained for the release of all Protected Health Information, except under the conditions outlined in Procedure 102.006, Specific Procedure 2.

**PGM-023**

The Vendor shall notify the Department's Contract Manager, in writing (by email), within twenty-four (24) hours (or next business day, if the deadline falls on a weekend or holiday), of its receipt of notice of any audit, investigation, or intent to impose disciplinary action, received from any State or Federal regulatory or administrative body, or any other legal action(s) or lawsuit(s) filed against the Vendor, which relate in any way to service delivery as specified in the resultant Contract. In addition, the Vendor shall provide copies of the following reports, or documents, within seven (7) business days of the Vendor's receipt of such reports or documents:

- a) Audit reports for any reportable condition, complaints filed, or notices of investigation from any State or Federal regulatory or administrative body;
- b) Warning letters, or inspection reports, including reports of "no findings," issued by any State or Federal regulatory or administrative body;
- c) All disciplinary actions imposed by any State or Federal regulatory or Administrative body to the Vendor or any of the Vendor's employees or subcontractors; and
- d) Notices of legal actions, and copies of any legal claims.

In addition, the Vendor shall cooperate with the Office of Attorney General, State Attorney, or any outside counsel, designated by the Department, on cases that involve inmate patients who are/were under the Vendor's care.

**PGM-024**

The Vendor shall process public records requests in accordance with Chapter 119 and Section 945.10, F.S. (*Confidential Information*), Chapters 33-102.101, F.A.C. (*Public Information and Inspection of Records*), Chapters 33-601.901, F.A.C. (*Confidential Records*), and Department Procedure 102.008 (*Public Records Requests*).

Specifically, the Vendor shall:

- a) Allow the Department, and the public, access to any documents, papers, letters, or other materials subject to copy or inspection under the provisions of Florida Statutes, either created by, or received by, the Vendor in conjunction with any Contract resulting from this ITN;
- b) Ensure all its employees and subcontractors are trained on the provisions, outlined in Procedure 102.008;
- c) Provide specialized training to all health information specialists on their role as the record custodian for dental records of active inmates at their institution, or dental clinic; and

Program Management Requirements (PGM)	
	<p>d) Develop, and implement, a tracking system for all public records requests it receives and processes.</p> <p>Note: Florida has a very broad public records law. There is no requirement in Florida Law that requires public records request be submitted in writing.</p>
<b>PGM-025</b>	<p>The Vendor shall provide dental services to inmates with impairments, in accordance with HSB 15.03.25, <i>Impaired Inmate Services</i>, and all appendices.</p> <p>In addition, all impairments that qualify for consideration under the Americans with Disabilities Act (ADA) shall be handled in accordance with Rule 33-210.201, <i>ADA Provisions for Inmates</i>, and FDC Procedure 604.101, <i>Americans with Disabilities Act Provisions for Inmates</i>.</p> <p>The Vendor shall cooperate fully with all Department staff on issues related to the planning and implementation of services for inmates with impairments or ADA accommodation needs.</p>
<b>PGM-026</b>	<p>The Vendor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies, which mandate reporting and treatment for abuse or neglect of all inmates in secure institutions.</p> <p>The Vendor shall:</p> <ul style="list-style-type: none"> <li>• Ensure compliance with Department Procedure 602.053, <i>Prison Rape: Prevention, Detection and Response</i>, and HSB 15.03.36, <i>Post Sexual Battery Medical Action</i></li> <li>• Complete all documentation, reporting and referral requirements outlined in HSB 15.03.36, Section III</li> <li>• Train all health care staff on PREA requirements outlined in HSB 15.03.36, Section IV</li> </ul> <p><i>PREA is federal law, Public law 108-79, and is now designated as 42 USC 15601. PREA established a zero tolerance standard against sexual assaults and rapes of incarcerated persons of any age.</i></p>
<b>PGM-027</b>	<p>The Vendor shall implement and oversee a dental quality management program in accordance with HSB 15.09.01, <i>Quality Management Program</i>. Specific quality management requirements related to this ITN are outlined in Section 3.3.4 below.</p>
<b>PGM-028</b>	<p>The Vendor shall develop and implement emergency plans for each institution, and satellite facility, covered by this ITN, in accordance with the requirements outlined in HSB 15.03.22, <i>Medical Emergency Care Plan and Guidelines</i>. The plans shall ensure immediate response and care of inmates who have health care emergencies while receiving dental services. These plans must be submitted to the Department, for review and approval, within the first thirty (30) days of Contract execution.</p> <p>This includes the development and implementation of a system to ensure staff members carry out all required emergency activities, including disaster drills and mock codes. The Vendor must also participate in all required emergency activities coordinated by the Department's Emergency Operations Center(s).</p>
<b>PGM-029</b>	<p>The Vendor shall ensure staff, performing services under any Contract resulting from</p>

**Program Management Requirements (PGM)**

	<p>this ITN, receive required orientation and training, as follows:</p> <ol style="list-style-type: none"> <li>a. The Department will determine what type and duration of orientation and training is appropriate for the Vendor's staff. Job specific orientation/training with regard to particular policies, procedures, rules and/or processes pertaining to the provision of dental services at each institution, shall be coordinated cooperatively by the Vendor and designated Department.</li> <li>b. The Vendor will not be compensated by the Department for any costs incurred as a result of the Vendor's staff attending orientation and training, including any wages paid and travel expenses.</li> <li>c. The Department's new employee orientation shall be provided before the Vendor's staff begins to provide services on-site. The Vendor shall coordinate, with designated Department staff at each institution, the administration and scheduling of its staff needing new employee orientation.</li> <li>d. The Vendor shall, at its expense, track and document all orientation and training as indicated above.</li> <li>e. The Department is not responsible for any required professional or non-professional education/training required of the Vendor's staff.</li> </ol> <p>Orientation shall include, but is not limited to:</p> <ol style="list-style-type: none"> <li>1. Where to access and review Florida Administrative Code Chapter 33, Departments Procedures, Health Services Bulletins, Health Care Manuals and Forms</li> <li>2. Offender Based Information Systems Management Training</li> <li>3. Demonstration of competency regarding knowledge and skills required in an assigned job.</li> <li>4. New Employee Orientation, in accordance with the Department's Master Training Plan, a total of 40 Training Credits.</li> </ol>
<b>PGM-030</b>	The Vendor's leadership team must review updates to, and disseminate information appropriately regarding, the Department's Procedures, Health Services Bulletins, Health Care Manuals and forms, within one week of being published.
<b>PGM-031</b>	The Vendor must ensure its appropriate staff review all associated updates of Laws, Rules, Procedure, Bulletins and forms that relate to their work assignments.
<b>PGM-032</b>	The Vendor shall provide training, as needed, to promote understanding and compliance with new, or revised, Laws, Rules, Procedure, Bulletins and forms, which relate to their work assignments.
<b>PGM-033</b>	The Vendor shall maintain sign-in sheet(s), which include employee signatures, to affirm that employees have read and understand the relevant policies and procedures.
<b>PGM-034</b>	<p>To ensure patient rights are protected in accordance with policy, the Vendor shall:</p> <ul style="list-style-type: none"> <li>• Ensure inmate protected health information is maintained in a confidential manner.</li> <li>• Ensure access to care is provided by dental call sign up times and hours in the dental areas, medical areas, and inmate dormitories, in accordance with Department Procedure 403,006, <i>Sick Call Process and Emergencies</i>;</li> <li>• Honor an inmate's expressed wishes to refuse dental care, in accordance with 33-401.105, F.A.C., <i>Refusal of Health Care Services</i>. Document all refusals on form DC4-711A, <i>Refusal of Health Care Service</i>, and document</li> </ul>



Program Management Requirements (PGM)	
	<p>the refusal in the inmate's dental record, in accordance with requirements outlined in 33-401.105 (3), F.A.C;</p> <ul style="list-style-type: none"> <li>• Honor an inmate's right to refuse medications, in accordance with Procedure 403,007, <i>Medication Administration and Refusals</i>, and document medication refusals in accordance with Procedure 403.007(4).</li> <li>• Ensure inmates are allowed to exercise their self-determination rights to establish written instructions to plan for incapacity, in accordance with HSB 15.02.15, <i>Health Care Advance Directives</i>; and</li> <li>• Honor an inmate's expressed wishes to not be resuscitated in the event of respiratory or cardiac arrest, in accordance with HSB.15.02.19, <i>Do Not Resuscitate Orders</i>.</li> </ul>
<b>PGM-035</b>	The Vendor's dental staff shall take reasonable measures to avoid disclosure of the any inmate's protected health information, where such disclosure is not necessary for the performance services.
<b>PGM-036</b>	Upon completion of dental health education training, staff members who render such training shall document completion in the Offender Based Information System (OBIS).
<b>PGM-037</b>	The Vendor shall ensure its staff (including subcontractor staff), performing services under the Contract, are 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, <i>Employee Tuberculosis Screening and Control Program</i> . The Vendor shall provide the Department's Contract Manager, or designee, with proof of testing prior to the start of service delivery, for all staff members, and annually thereafter. The Vendor shall be responsible for obtaining the TB screening/testing and shall bear all costs associated with the TB screening/testing.
<b>PGM-038</b>	The Vendor shall ensure its staff, performing services under the Contract, are vaccinated against Hepatitis B, in accordance with the Department of Health's guidelines, prior to the start of service delivery. The Vendor shall provide the Department's Contract Manager, or designee, with proof of vaccination, for all staff members, prior to the start of service delivery. The Vendor shall bear all costs associated with the vaccination of its staff, including subcontractors
<b>PGM-039</b>	<p>Participate in Department monitoring reviews, Correctional Medical Authority (CMA) surveys, and American Correctional Association (ACA) accreditations reviews.</p> <p>The Vendor shall:</p> <ul style="list-style-type: none"> <li>• maintain each institution in a state of readiness at all times;</li> <li>• cooperate with monitors/surveyors on requests for information that are made before, during and after visits;</li> <li>• develop corrective action plans (CAP) to address all findings and recommendations, in accordance with Department policy and contract monitoring requirements, CMA policy or ACA policy, as applicable;</li> <li>• develop and manage a SharePoint site where corrective action documentation can be loaded for review by the FDC and the CMA;</li> <li>• manage and track corrective action plans to ensure all actions are carried out in accordance with the timelines in the approved plans.</li> </ul> <p>Note: Following its initial surveys, CMA conducts CAP assessments to determine if corrective action is being carried out in accordance with the corrective action plan. The</p>

**Program Management Requirements (PGM)**

	<p>expectation is that the majority of findings shall be closed by the second on-site CAP assessment visit.</p>
<p><b>PGM-040</b></p>	<p>The Vendor shall provide collaborative dental services for the Federal Bureau of Prisons, County Jails, Private Correctional Facilities and other correctional jurisdictions on intakes, transfers and discharges. This includes the provision of dental services to inmates who are referred from the following programs to institutions covered by this ITN:</p> <ul style="list-style-type: none"> <li>• <b>Interstate Compact Inmates</b> - Assume all responsibility for the coordination and provision of dental care, and processing of reimbursements for Interstate Compact inmates, in accordance with established Interstate Compact Agreements.</li> <li>• <b>County Jail Work Programs</b> - The Department sometimes houses inmates in certain county jails where they participate in work programs. Inmates in these programs are returned to the nearest correctional institution for medical care. The Contractor's responsibility includes coordinating the transfer and medical care of these inmates. Currently there are no inmates in these programs; however this may change during the term of the resulting Contract.</li> <li>• <b>Federal Inmates</b> - Coordinate the transfer of inmates to and from Federal prisons. (Note: The Department has a small number of federal inmates in our custody and there is no cost exchanged with the Federal Bureau of Prisons.)</li> </ul> <p><b>Private Correctional Facilities</b> - Provide and coordinate dental services for all inmates transferred from private facilities to the Department's institutions. Work cooperatively with private facility staff on transfers to and from these facilities.</p> <p>Note: Currently, there are approximately 10,000 inmates housed in seven (7) private correctional facilities managed under contracts by the Department of Management Services (DMS). The Department retains final decision-making authority regarding the transfer of inmates between the Department institutions and private correctional facilities.</p>
<p><b>PGM-041</b></p>	<p>The Vendor shall provide a system for reviewing, processing and paying all claims and invoices for services provided under this ITN.</p> <p>The Vendor is fully responsible for all work performed under the Contract. The Vendor may, upon receiving written consent from the Department's Contract Manager, or designee, enter into written subcontract(s) for performance of certain functions under the resultant Contract. No subcontract, into which the Vendor enters with respect to performance of any of its functions under the resultant Contract, shall relieve the Vendor of any responsibility for the performance of duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, including background checks, and all other Contract requirements.</p> <p>All payments to subcontractors shall be made by the Vendor. If a subcontractor is utilized, the Vendor shall pay the subcontractor within seven (7) working days after</p>

**Program Management Requirements (PGM)**

	<p>receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. 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 Vendor shall be solely liable to the subcontractor for all expenses and liabilities under the resultant Contract. Failure by the Vendor to pay the subcontractor within seven (7) working days will result in the assessment of a penalty, to be paid by the Vendor 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.</p>
<b>PGM-042</b>	<p>The Department has had previous working relationships with Nova Southeastern University and the University of Florida for the provision of interns, residents and/or students. Any Vendors responding to this ITN shall continue the relationships with these universities and/or propose other partnerships that encourage Florida students to consider careers in correctional health care.</p>
<b>PGM-043</b>	<p>There is no dental equipment at satellite facilities. Therefore, the Vendor shall provide dental services at the parent institutions for those inmates who are located at satellite facilities. The staffing plan for dental services at the parent institutions shall be sufficient to cover the needs of inmates at assigned satellite facilities.</p>
<b>PGM-044</b>	<p>Vendor staff (employees and subcontractors) shall be required to follow all Department security requirements. The Warden, and designee(s), have full operational control of the institution and designated satellite facilities. Vendor staff shall be required to follow all security directives including, but not limited to, those dealing with requirements for entering and exiting institutions, counts, lockdowns, the use of restraints, incident reporting, etc.</p>
<b>PGM-045</b>	<p>The Vendor is expected to coordinate any outside referrals through the Department, so the Department can facilitate security and transportation arrangements. Vendor staff shall not provide personal transportation services to inmates.</p>
<b>PGM-046</b>	<p>When inmates experiencing emergent or urgent dental problems are brought to the attention of institution personnel, Vendor personnel must be prepared to address them immediately. This response may consist of permitting the patient to report, or be escorted to, the dental clinic for evaluation, or sending dental staff to the patient's location, if required. The Vendor must plan in advance for the management of emergency services, and must maintain an "open" system capable of responding to emergency circumstances as they occur.</p>
<b>PGM-047</b>	<p>The Vendor may employ dentists without a regular Florida Dental License by following Section 466.025 F.S., as it relates to the permitting of dental interns serving a state institutions, and certification of dentists practicing at government facilities.</p>

### 3.4.1.4 Program Management Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Amount at Risk
PM-001	Delivery of Performance Measure reports (for all service areas) timely.	<= 10 business days after end of a performance measure period	Monthly	\$500 per day, for each calendar day past the due date, that a report is not received.
PM-002	All formal health care grievances are responded to within 20 calendar days of receipt of the grievance.	95% compliance, per institution	Monthly	\$3,500 per percentage point, or fraction thereof
PM-003	Failure of any Institution(s) within the Department to be re-accredited by the ACA (Section 3.8 and PGM-040), provided any such failure is the sole result of the Vendor's action(s) or omission(s).	Retaining Accreditation	Monthly	\$100,000 per Institution plus ACA Re-Audit Fees, if applicable

### 3.4.1.5 Program Management Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
DEL-PGM-001 Overall Statewide Implementation Plan	45 days prior to the Contract begin date	Plan that includes a list of all major transition activities, with responsible parties and timelines. The plan shall include provisions for: oversight of program management and clinical functions; human resources; setting up a provider network and ancillary services; utilization management; quality management; financial management; claims/invoice processing; reporting; licenses and permits; equipment and supplies; information technology; and target transition dates for each institution and associated satellite facilities covered by this ITN. (Section 2.5)

<b>Deliverable</b>	<b>Due Date</b>	<b>Description (with cross-reference to Requirement(s), as applicable)</b>
<b>DEL-PGM-002</b> Final Transition Plan	15 days from the date of Contract execution	Final Plan, specific to Transition activities, developed to ensure seamless transition in the provision of dental services from the current to new Vendor. Should provide a greater level of detail than the Overall Statewide Implementation Plan (Section 2.5)
<b>DEL-PGM-003</b> Staffing Plan-Initial	Within five (5) business days of Contract Execution, and annually thereafter	Overview of Vendor organization, specifically those staff assigned to the services included in this ITN, include an organization chart, staffing plan, and other relevant organizational information. (PGM-009)
<b>DEL-PGM-004</b> Staffing Plan-Updated	Quarterly by the 10 <sup>th</sup> of the month following the quarter	List of personnel on staff, including staff who have been added and/or removed since the prior report, titles, start date, date of required trainings, credentials (as applicable), and date of successful background screening. (PGM-009)
<b>DEL-PGM-005</b> Performance Measure Report	By the 10 <sup>th</sup> of each month	Document actual performance in each Dental Service Area, against each performance measure.
<b>DEL-PGM-006</b> Medical Emergency Plan	Within 30 days of Contract begin date	Plan for the immediate response and care of inmates with medical, dental and mental health emergencies for each institution, during the provision of dental services. (PGM-028)
<b>DEL-PGM-007</b> Vendor Staff New Employee Orientation	Within 14 days of Contract begin date and annually thereafter	Training that will be provided to Vendor and subcontractor staff prior to their engagement on this Contract. (PGM-029)
<b>DEL-PGM-008</b> Subcontractor List	At least 30 days prior to the transition date at each institution.	Provide a list of all subcontracts and/or letters of agreement for dental services, specialty care services, and ancillary services, to the Contract Manager, or designee.
<b>DEL-PGM-009</b> Biomedical and Pharmaceutical Waste Plan	Within 30 days of Contract execution	Plan shall address the definition, collection, storage, decontamination and disposal of regulated waste. (PGM-016)
<b>DEL-PGM-010</b> End-of-Contract Transition Plan	Within 60 days of Contract execution	Transition plan that documents the Vendor's plans for transitioning to another Vendor upon the expiration, or termination, of the Contract.

### 3.4.2 Institutional Dental Care

#### 3.4.2.1 Description

Institutional dental care consists of many different facets of dental care, delivered within the secure environment of correctional institutions. This includes services provided to inmates, both in the reception process, and at their permanent institution, including dental sick call (urgent), emergent and routine dental care.

Dental services are available to inmates based on four (4) Levels of dental care:

a) Level I

This Level of dental care shall be provided to inmates during the reception process. It includes, but is not limited to, intake examinations, necessary extractions as determined by the intake dental examination, Class II extractions, and emergency dental treatment, including soft tissue pathology.

b) Level II

This Level of dental care shall be provided to inmates with less than six (6) months of Department incarceration time. It includes, but is not limited to, all Level I care, caries control (reversible pulpitis) with temporary restorations, gross cavitation debridement of symptomatic areas with emphasis on oral hygiene practices, and complete or partial denture repairs, provided the inmate has sufficient Department incarceration time remaining on his/her sentence to complete the repair. This level of care also includes those inmates edentulous in one or both arches, and requesting dentures. That inmate is to be placed on the appointment waiting list at his/her permanent facility, and is not required to wait six (6) months for Level III care.

c) Level III

This Level of dental care shall be provided to inmates who have service six (6) months or more of continuous Department incarceration time. It includes, but is not limited to:

- All Level I and Level II care;
- Complete dental examination(s) with full mouth radiographs, Periodontal Screening and Recording (PSR) and development of an individualized dental treatment plan;
- Prophylaxis with definite debridement, periodontal examination, as indicated by the PSR, oral hygiene instructions with emphasis on preventative dentistry;
- Complete denture(s), provided the inmate has at least four (4) months of continuous Department incarceration time remaining on his/her sentence;
- Restorative Care, including amalgams, resins, glass ionomers, temporary crowns, chair side post and cores, after the inmate has already received a complete prophylaxis with definitive debridement;
- Removable prosthetics, including acrylic partial dentures (provided the inmate has at least four (4) months of continuous Department incarceration time remaining on his/her sentence) and relines and rebases (provided the inmate has enough continuous Department incarceration left on his/her remaining sentence to complete the procedure(s));

- Anterior endodontics (canine-canine), provided the tooth in question has adequate periodontal support (early to moderate periodontitis), and has good prognosis of restorability and long-term retention;
- Posterior endodontics, which may be performed at either the local facility, or by referral to an endodontist, provided the tooth is crucial to arch integrity (no missing teeth in the quadrant or necessary as a partial denture abutment), has adequate periodontal support (early to moderate periodontitis), and has good prognosis of restorability and long-term retention; and
- Basic non-surgical periodontal therapy, as necessary.

d) Level IV

This level of care represents advanced dental services, to be provided to inmates, on an as-needed basis, after completion of Level III services, and successful demonstration of a Plaque Index Score (PIS) of ninety percent (90%) or better, for two (2) consecutive months. If an inmate doesn't achieve the required PIS, he/she shall be rescheduled in three (3) months for another follow-up PIS evaluation. If the required score is not obtained, advanced dental services shall not be considered.

Dental care and follow-up of highly specialized procedures, such as orthodontics and implants, placed prior to incarceration, shall be managed on an individual basis after consulting with the Department's Director of Dental Services. Dental care and follow-up of oral surgery and pathology-related issues shall be provided in accordance with appropriate HSBs.

### 3.4.2.2 How Service is Provided Today

Today, inmates can access dental care in three ways: by declaring a dental emergency, by signing up for dental sick call (urgent care), or by requesting to be seen for routine comprehensive dental care. Each of these processes must follow institutional policy and procedure.

- a) Emergency Dental Treatment- this generally includes fractured jaws, excessive bleeding or hemorrhage, acute abscesses, and/or other acute conditions.
- b) Urgent Dental Treatment (Dental Sick Call)- this generally includes toothaches, chronic abscesses, fractured teeth, lost fillings, teeth sensitive to hot and cold, broken and/or ill-fitting dentures, other chronic conditions. Dental sick call hours shall be set in accordance with each Institutional Dentist's preference and schedule, in accordance to the requirements of this Section. When dental staff is not present, inmates will be seen in the medical clinic for sick dental call issues.
- c) Regular, or Routine, Dental Treatment-this generally includes diagnostic, dental radiology, preventative dentistry, restorative dentistry, endodontics, oral surgery, periodontics, partial and complete dentures, and routine, non-urgent denture repairs. Each inmate may submit a written request to obtain dental care. Once received by the Vendor, the inmate's name shall be placed on a list of individuals awaiting services on a first-come, first-served basis. However, those individuals without

sufficient teeth for proper mastication of food, or those deemed by the Institutional Dentist to be in urgent need of dental care, are to be afforded a higher priority in the scheduling of appointments.

### 3.4.2.3 Institutional Dental Care Minimum Requirements

Institutional Dental Care Requirements (IDC)	
No.	Requirement
<b>IDC-001</b>	The Vendor shall ensure that written and verbal information is provided in a language understood by the inmate, to include American Sign Language, or Signed English.
<b>IDC-002</b>	The Vendor shall be responsible for all on-site and off-site dental treatments, and all other specialty dental care, as necessitated. Any needed dental care, which cannot be provided on-site by the Vendor, must be made available by referral to a subcontractor.
<b>IDC-003</b>	The Vendor shall provide dental care in accordance with the Department's Rule 33-402.101, Dental Services, and the 15.04 series of HSBs.
<b>IDC-004</b>	The Vendor shall answer directly to the institutional Warden, or designee, to coordinate and ensure the provision of all institutional dental care. Questions or issues arising during the course of daily activities that cannot be resolved at the institution will be referred to the Contract Manager, or designee.
<b>IDC-005</b>	The Vendor's dentists will decide the appropriate individualized treatment plan for each inmate. The Vendor cannot refuse to treat an inmate seeking emergent, urgent or routine dental care. Note: Inmates cannot dictate dental treatment in any form.
<b>IDC-006</b>	The Vendor shall follow Department Procedure 602.037, <i>Tools and Sensitive Item Control</i> .
<b>IDC-007</b>	Emergency dental treatment must be available on a twenty-four (24) hour basis, through the on-duty dental staff, during working hours. In the event a dentist is not available at a facility to treat a dental emergency, the emergency will be referred to the medical department, in accordance with nationally accepted dental emergency protocols and dental emergency policies, which must provide back-up dental coverage.  There is to be no waiting list for dental emergencies.  The Vendor shall ensure appropriate staff are available for treatment of dental emergencies, and shall respond to the same within twenty-four (24) hours of occurrence.  The Vendor shall have back-up dental coverage when the institution's assigned dentist is not available. The Vendor's list of back-up dentists must include a location for emergent/life threatening care.
<b>IDC-008</b>	All Department dental clinics shall hold daily sick call (for urgent care) five (5) days per week, Monday through Friday, in order to provide dental access to those inmate patients who cannot wait for a routine appointment, but who do not yet meet the criteria for emergency care.



<b>Institutional Dental Care Requirements (IDC)</b>	
	<p>Inmates signing up for dental sick call must be evaluated, triaged and/or treated within seventy-two (72) hours.</p> <p>If an inmate is in need of urgent dental care, and the necessary dental treatment cannot be completed that day, the inmate is to be treated palliatively, and treatment rescheduled as soon as possible, but no later than within ten (10) calendar days.</p> <p>In the event the institution does not have an assigned dentist available for dental sick call, the Vendor must ensure an alternate dentist to complete dental sick call, a minimum of three (3) days per week.</p>
<b>IDC-009</b>	<p>The appointment waiting time between an initial request for routine dental care and the dental treatment plan appointment shall not exceed six (6) months. This is defined as the time between the inmate's initial request for routine, comprehensive, dental care, and the actual development of the Dental Treatment Plan (Form DC4-764), signed by a dentist.</p> <p>Waiting times between routine dental appointments shall not exceed three (3) months.</p>
<b>IDC-010</b>	<p>An intake dental examination shall be performed by a dentist within seven (7) days of the inmate's reception and development of a provisional dental treatment plan.</p>
<b>IDC-011</b>	<p>In case of referrals from the Medical Services CHCC or Mental Health CHCC, the Vendor shall schedule inmates within three (3) weeks for the evaluation of dental care, unless required sooner, as determined by the Medical Services CHCC.</p>
<b>IDC-012</b>	<p>The Vendor shall submit the following reports by the tenth (10<sup>th</sup>) day of each month, to provide data for the previous month of service(s):</p> <ol style="list-style-type: none"> <li>a) Provider Days for each institutional Dentist and Dental Hygienist. Specifics on Dental Provider Days are contained in HSB 15-04-13, Supplement H.</li> <li>b) Each institution's initial waiting times for Routine Comprehensive Dental Care. This is defined as the time from the receipt of the initial inmate request for these services, to the actual formulation of the Dental Treatment Plan signed by the Dentist.</li> <li>c) Each institution's waiting times between appointments for routine comprehensive dental care.</li> </ol>
<b>IDC-013</b>	<p>The Vendor shall complete immediate reviews of incidents involving possible exposure to pathogens (post-exposure follow-up treatment and care is the responsibility of the Vendor).</p>
<b>IDC-014</b>	<p>The Department's Dental Services Program emphasizes preventative dentistry that strives to restore and maintain the inmate's dentition to an acceptable level of masticatory function within appropriate departmental guidelines. Preventative dentistry shall be taught to all inmate patients. This shall be accomplished in two (2) ways:</p> <ol style="list-style-type: none"> <li>a) The Vendor shall provide prevention training with oral hygiene instructions to each inmate, as part of his/her orientation to the institution. This training is to include instructions in proper usage of essential oral hygiene aids (toothbrush, toothpaste and floss). This training shall be coordinated with the institutional orientation and may be accomplished either through a direct</li> </ol>

Institutional Dental Care Requirements (IDC)	
	<p>presentation or any other method approved by the Department.</p> <p>b) Personal preventative training, including oral hygiene instructions, shall be provided by the Vendor, as part of an inmate's Dental Treatment Plan. Oral hygiene instructions shall be reinforced throughout the Dental Treatment Plan.</p>
<b>IDC-015</b>	<p>Every inmate shall receive an intake dental examination at a Reception Center by a dentist. The intake dental examination shall take place within seven (7) calendar days after reception, and must include, at minimum:</p> <ul style="list-style-type: none"> <li>a) A visual clinical exam of the head, neck and intraoral areas for any pathology/cancer;</li> <li>b) Charting of any missing teeth, restorations present, fixed or removable prosthetics, gingival conditions, deposits;</li> <li>c) An evaluation of masticating efficiency;</li> <li>d) Any treatment indicated (provisional treatment plan)</li> <li>e) Assignment of a dental grade and identification of emergency dental needs.</li> </ul> <p>Any inmate in need of extractions, based upon the intake dental examination, should be scheduled to have them as soon as possible, but no later than within seven (7) calendar days from the date of intake examination.</p>
<b>IDC-016</b>	<p>Each inmate shall receive an orientation to dental services upon arrival at his/her institution. This orientation shall take place within seven (7) calendar days of arrival at the institution, and must include information on available hours of dental services, and how to access these services at that institution. The Dental Treatment Record shall be reviewed for emergency/urgent dental needs and/or follow-up care requirements. If an inmate's Dental Treatment Record has not been received at the time of orientation, or the inmate has not had a dental examination in accordance with established policy, the one is to be completed within seven (7) calendar days and a replacement Dental Record generated, where indicated.</p>
<b>IDC-017</b>	<p>Each inmate shall receive a periodic dental examination in accordance with established policy. Periodic dental examinations must include, at minimum:</p> <ul style="list-style-type: none"> <li>a) A visual clinical exam of the head, neck and intraoral areas for any pathology/cancer;</li> </ul> <p>Exhibit B provides specific Guidelines for Periodic Dental Examinations.</p>
<b>IDC-018</b>	<p>A dental examination, assessment, and treatment of inmates within confinement, shall be performed by a dentist, when necessary.</p>
<b>IDC-019</b>	<p>Before commencing with a routine comprehensive dental treatment, a diagnosis and treatment plan shall be developed from the following information: a complete clinical examination, pathology/cancer examiner, full mouth radiographs, periodontal screening, periodontal scoring, a plaque evaluation, all appropriate charting to record findings and health history.</p>
<b>IDC-020</b>	<p>The topical application of fluoride may be included in the dental treatment plan as deemed necessary by the treating dentist. The topical application of fluoride shall be included as part of the dental treatment plan for all youthful inmates (less than 18 years of age).</p>

Institutional Dental Care Requirements (IDC)	
<b>IDC-021</b>	Provide dental care including <ul style="list-style-type: none"> <li>• Reception/Intake Examinations</li> <li>• Reception Class II Dental Extractions</li> <li>• Diagnostics</li> <li>• Radiographs</li> <li>• Preventative care</li> <li>• Periodontics</li> <li>• Restorative</li> <li>• Endodontics</li> <li>• Removable Prosthetics-Partial and Complete Dentures, Partial and Complete Denture Repairs, Rebases, Relines, and Palatal Obturators</li> <li>• Fixed prosthetics</li> <li>• Oral Surgery</li> <li>• Treatment of pre-existing implants</li> <li>• Treatment of pre-existing orthodontics</li> <li>• Treatment of Temporomandibular Disorders</li> </ul>
<b>IDC-022</b>	The Vendor shall be responsible to answer and respond to consults and referral requests from the Medical and Mental Health Vendors, within three (3) weeks of referral, unless needed more urgently (as determined by a physician).
<b>IDC-023</b>	The Vendor shall be responsible for completing all infirmary/hospital rounds for all inmate patients placed in such for dental reasons, or at the request of the Medical or Mental Health Vendor(s).
<b>IDC-024</b>	The Vendor will provide a dentist on-call list to each Institutional medical department, in the event a dentist should need to be contacted when an emergent/urgent dental situation arises and no dentist is available at the Institution. When needed, the Vendor must ensure that an on-call dentist can travel to another institution if that institution's dentist is unavailable to cover call.

#### 3.4.2.4 Institutional Dental Care Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
<b>PM-004</b>	Emergency dental treatment must be rendered within twenty-four (24) hours. There must be no waiting list for dental emergencies. (IDC-008)	95% compliance, statewide, with at least 90% compliance at each institution	Monthly	\$4,500 per percentage point, or fraction thereof
<b>PM-005</b>	Inmates signing up for dental sick call must be triaged within seventy-two (72) hours. (IDC-009)	98% compliance, statewide, with at least 95% compliance at each institution	Monthly	\$4,500 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-006	If an inmate is in need of urgent dental care, and the necessary treatment cannot be completed at the time of evaluation, it must occur as soon as possible, at minimum within the next ten (10) days. (IDC-009)	96% compliance, statewide, with at least 90% compliance at each institution	Monthly	\$4,000 per percentage point, or fraction thereof
PM-007	The appointment waiting time between an initial inmate request for routine dental services, and the appointment date, shall not exceed six (6) months. (IDC-010)	90% compliance, statewide	Monthly	\$3,500 per percentage point, or fraction thereof
PM-008	Waiting times between routine dental appointments shall not exceed three (3) months. (IDC-010)	80% compliance per institution	Monthly	\$2,500 per percentage point, or fraction thereof
PM-009	Every inmate shall receive an intake dental examination within seven (7) calendar days of reception. (IDC-017)	80% compliance statewide	Monthly	\$2,500 per percentage point, or fraction thereof

### 3.4.2.5 Institutional Care Deliverables

Deliverable		Description (with cross-reference to Requirements as applicable)
DEL-IDC-001 On-Call Dentist List	Provided each week for the following week.	The Vendor will provide a dentist on-call list to each Institutional medical department, in the event a dentist should need to be contacted when an emergent/urgent dental situation arises and no dentist is available at the Institution. When needed, the Vendor must ensure that an on-call dentist can travel to another institution if that institution's dentist is unavailable to cover call. (IDC-026)

### 3.4.3 Specialty Dental Care and Utilization Management

#### 3.4.3.1 Description

Specialty Dental Care services include, but are not limited to, trauma care, cancer care, oral medicine and surgery, treatment of temporomandibular disorders, endodontics, periodontics, orthodontics, obturators, prosthetics, and the treatment of dental implants.

This area of service is also inclusive of diagnostic testing (laboratory services, pathology, and radiology).

The Vendor must coordinate, and provide, all Specialty Dental Care services.

The Vendor must manage provision of services to avoid unnecessary off-site travel, while ensuring necessary consultations and off-site services are provided. Therefore, the Vendor must implement an electronic Utilization Management (UM) Program, which includes nationally accepted criteria, to manage inmate dental services.

### **3.4.3.2 How Service is Provided Today**

To ensure appropriate transition from Institutional Dental Care and Specialty Care, the Department provides oversight by way of a Department Utilization Contract Manager, and Director of Dental Services.

A Utilization database, of specialty care referrals, shall be provided, and kept current by the Vendor. Access to this database shall be also provided to the Department's Utilization Contract Manager and Director of Dental Services.

#### Laboratory Services

For dental laboratory services, provided under the resultant Contract, the Vendor may use the PRIDE Dental Lab, located at Union Correctional Institution (7819 NW 228<sup>th</sup> Street, Raiford, FL 32026), or utilize a dental lab of its choice.

- a) Routine, removable, prosthetic appliances can be fabricated by the PRIDE Dental Lab. In addition, the PRIDE Dental Lab can also perform denture repairs, relines, rebases, and other miscellaneous procedures on removable prosthetic appliances. It may also provide limited fixed prosthetic services.
- b) Partial dentures with gold and/or gold shell crowns shall be sent to an outside dental lab, as determined by the Vendor (not to the PRIDE Dental Lab).
- c) The Vendor shall call the PRIDE Dental Laboratory Supervisor if there is a question as to whether or not the Laboratory can perform the required service(s).
- d) The Vendor shall be responsible for all costs related to shipping items to and from any dental laboratory. All dental prosthetic cases must be disinfected prior to shipping and marked as a "Sensitive Item."

#### Pathology Services

Pathology services are to be coordinated by the Vendor. The Vendor may use a pathology lab of its choice.

#### Radiology Services

Dental radiographs are to be exposed in accordance with established policy HSB 15-04-06. The Vendor must provide all necessary intra-oral sensors be compatible with an electronic health record system. A full mouth series of radiographs is required to develop a Dental Treatment Plan. A treatment plan series of periapical radiographs

and/or panorex are acceptable for a maximum of five (5) years. Bitewing radiographs are acceptable for a maximum of two (2) years. Dental radiographs are to be mounted dot out. Specific information on dental radiology can be found in HSB 15.04.06, Guidelines for Prescribing Dental Radiographs.

Appropriate dental radiology operating and safety procedures must be utilized, including, but not limited to:

- a) Use of a lead apron for all intraoral radiographs.
- b) All X-ray machine operators must be certified or undergoing radiology training in accordance with DOH guidelines.
- c) Radiographs exposed for endodontic therapy (minimum of pre-treatment and post-treatment) shall be mounted in sequence using the same mount.
- d) The Vendor shall supply dosimeters for dental staff, and its own expense.
- e) The Vendor shall be responsible for having all dental x-ray machines inspected by the DOH, and for all costs associated with such an inspection. The Vendor will ensure all x-ray machines are registered through DOH, and a registration certificate is posted near each machine. The Vendor is responsible for all costs associated with x-ray machine registration.

### 3.4.3.3 Specialty Dental Care Minimum Requirements

Specialty Dental Care Requirements (SDC)	
No.	Requirement
<b>SDC-001</b>	All referral denials of dental service(s) must be forwarded to the Department's Director of Dental Services within one (1) week of determination.
<b>SDC-002</b>	The Vendor must forward a copy of all Alternative Treatment Plans (ATPs) to the Department's Utilization Management Contract Manager and Director of Dental Services within one (1) week.
<b>SDC-003</b>	The Vendor shall be responsible for completion of all invasive dental treatment(s) necessary prior to the initiation of radiotherapy. These must be completed within five (5) working days of the referral from Medical Services CHCC.
<b>SDC-004</b>	The Vendor shall be responsible for placing/removing dental implants.
<b>SDC-005</b>	The Vendor shall be responsible for providing palatal obturators.
<b>SDC-006</b>	The Vendor shall be responsible for treatment using hyperbaric oxygen and/or dives necessitated by an inmate's previous head and neck radiation treatment.
<b>SDC-007</b>	The Vendor shall evaluate and treat (surgically or non-surgically) temporomandibular disorders and diseases, with the exception of fractures.
<b>SDC-008</b>	The Vendor shall be responsible for the treatment of intra-oral alveolar fractures.
<b>SDC-009</b>	The Vendor shall be responsible for all intra-oral, alveolar, and lip biopsies to evaluate oral pathology. The Vendor shall follow general dental treatment standards, which call for a biopsy of oral lesions or suspected lesions, if they've not healed within ten (10) days of when they were first observed. A biopsy shall be completed no later than two (2) weeks of observance.
<b>SDC-010</b>	If necessary, the Vendor shall refer inmates to the Medical Services CHCC for: <ol style="list-style-type: none"> <li>a) Medical clearance prior to dental treatment</li> </ol>

<b>Specialty Dental Care Requirements (SDC)</b>	
	<ul style="list-style-type: none"> <li>b) The evaluation of possible allergies to local anesthetics</li> <li>c) Blood draws for samples requiring analysis prior to dental treatment.</li> </ul> <p>The Vendor shall be responsible for all costs associated with these services, and shall pay the Medical Services CHCC directly.</p>
<b>SDC-011</b>	The Vendor shall be responsible for all costs associated with blood work (labs), EKGs, MRIs, CT Scans, and other tests requested by dental health providers. Requests will be directed to the Institutional Medical Services CHCC.
<b>SDC-012</b>	The Vendor shall be responsible for all intra-oral soft tissue grafting and reconstruction of the dentition, as needed, following surgical procedures, or other issues relating to oral trauma.
<b>SDC-013</b>	<p>At a minimum, the Vendor shall provide the following information to the Department by the 10<sup>th</sup> of the month following the month service was rendered:</p> <ul style="list-style-type: none"> <li>a) Monthly UM reports, by institution, identifying the inmate number, name, diagnosis, requested service (referral, on-site service, off formulary medication, etc), approval or alternative action, and reason.</li> <li>b) Monthly report of alternative actions, by institution with full copies of all associated review materials. A written summary of the information discussed in the phone conversation shall be included with the material describing the individual case.</li> </ul>

#### 3.4.3.4 Specialty Dental Care Performance Measures

<b>Performance Measures (PM)</b>				
<b>No.</b>	<b>Description</b>	<b>Expectation</b>	<b>Measurement Duration</b>	<b>Financial Consequence</b>
<b>PM-011</b>	Monthly UM reports must be provided to the Department, as indicated in SDC-013.a	95% compliance, statewide, with at least 90% compliance at each institution	Monthly	\$4,000 per percentage point, or fraction thereof
<b>PM-012</b>	Monthly reports of alternative actions, by institution, must be provided to the Department, as indicated in SDC-013.b	98% compliance, statewide, with at least 95% compliance at each institution	Monthly	\$4,500 per percentage point, or fraction thereof

### 3.4.3.5 Specialty Dental Care Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
<b>DEL-SDC-001</b> Monthly UM Report	Provided by no later than the 10 <sup>th</sup> of the month after services were rendered.	Monthly UM reports, by institution, identifying the inmate number, name, diagnosis, requested service (referral, on-site service, off formulary medication, etc), approval or alternative action, and reason.
<b>DEL-SDC-001</b> Monthly Alternative Action Report	Provided by no later than the 10 <sup>th</sup> of the month after services were rendered.	Monthly report of alternative actions, by institution with full copies of all associated review materials. A written summary of the information discussed in the phone conversation shall be included with the material describing the individual case.

### 3.4.4 Quality Management

#### 3.4.4.1 Description

The Vendor shall be responsible for, and participate in, quality management and assurance activities, at the institutional, regional and central office level(s), in accordance with policies and procedures. These activities include the following:

- Quality Assurance (QA) Activities (operations/process/system) – continuous, *operational*, Quality Management (QM) efforts, routinely performed to ensure efficient operations/process/systems;
- Quality Management (QM) Activities (product/clinical outcome) – continuous, *clinical*, QM efforts, performed routinely, which require specific records/chart reviews, or various clinical functions, such as Chronic Illness Clinics care review, medication/treatment administration, specialty consultation needs, infirmary care, sick call triage/care, etc.
- Correctional Medical Authority (CMA) Health Services Survey Process: Required by Florida Statutes to conduct a survey at least once every three (3) years at each of the Department’s institutions. Institutions should be “survey ready” at all times. The Department and/or Vendor (if applicable) will respond to findings in accordance with Office of Health Services’ (OHS) directives.

Additionally, a robust quality management program includes the following components:

- **Risk Management (RM) Program**: seeks to protect the human and financial assets of the Department, and to ensure the continuous improvement of inmate care, by identifying risk factors and reducing errors.
- **Credentialing, Certifications, Continuing Education (CE) and Peer Review**: The Vendor must verify credentials and the current licensure of all licensed dental professionals, in accordance Florida law and Departmental policy.
- **Mortality Review (MR)**: The purpose of this program is to retrospectively monitor and evaluate the quality, and appropriateness, and delivery, of dental care services, upon inmate death. Every inmate death requires a mortality review (except those who are executed).



### 3.4.4.2 How Service is Provided Today

The current QM Program is performed today by the two CCHCs. They participate in quality management, assurance activities and risk management, at the institutional, regional and central office levels, in accordance with policies and procedures. This includes, but not limited to the following:

- Continuous operational QM efforts routinely performed by regional and institutional staff to ensure efficient operations. This includes, but is not limited to: performing routine site visits to monitor and ensure the dental health care system is working properly, reviewing and analyzing reports and logs to assess appropriate inmate access to dental health care on-site and off-site, if applicable, performing problem resolution when necessary, and identifying and assisting with training needs.
- Clinical QM efforts that require specific records review of various clinical functions, such as interventions, treatments, referrals, care review, medication management and administration, etc.
- Establishment and evaluation of an adverse action occurrence-reporting system, to identify risks and minimize errors.
- Establishment of a review system to investigate any suspected sentinel event.

The Department oversees the continuous QM, QA, and risk management activities, to ensure the most efficient and effective systems are implemented, through the development and implementation of processes to improve the quality of dental health care delivery.

### 3.4.4.3 Quality Management Minimum Requirements

Quality Management Requirements (QM)	
No.	Requirement
QM-001	The Vendor shall establish QM/QA committees at the institutional and regional, level to consist of positions as identified.
QM-002	The Vendor shall provide QM oversight, providing the appropriate administrative oversight and support for the institutional QM program, ensuring all QM requirements are carried out in accordance with policy, and developing and maintaining a system for triaging and resolving problems.
QM-003	The Vendor shall participate in Statewide Department QM committee meetings, coordinating with the Department in developing studies, trending, and analyzing regional health services provided, including the performance of institution-level quality of care. The Vendor shall make recommendations for necessary changes, and/or interventions, to resolve identified problems, by completing an appropriate Corrective Action Plan (CAP), as a tool to ensure outcomes of these practice modifications.
QM-004	The Vendor shall participate in quarterly, regional QA team meetings, to review reports from all institution level quality assurance committees, and shall be empowered to consider the reports from all other committees as appropriate.
QM-005	The Vendor shall participate in any committee considering the results of quality

<b>Quality Management Requirements (QM)</b>	
	of care audits, whether carried out by outside agencies such as the Correctional Medical Authority (CMA), American Correctional Association (ACA) or by the Department.
<b>QM-006</b>	The Vendor shall participate in external reviews, inspections, and audits, as requested, and in the preparation of responses to internal or external inquiries, letters, or critiques.
<b>QM-007</b>	The Vendor shall conduct monthly dental care review meetings at each institution, to include outcomes and improvements/acts; and maintain and distribute minutes of the meetings.
<b>QM-008</b>	The Vendor shall conduct bi-annual quality reviews, of institutions, in accordance with policy utilizing the Department's form, or pre-approved form, of indicators.
<b>QM-009</b>	The Vendor shall establish a Corrective Action Plan (CAP) for each indicator scoring below 80% and submit that plan to the regional QM team.
<b>QM-010</b>	The Vendor shall submit a bi-annual summary of the dental services reports and CAPs to the Department.
<b>QM-011</b>	The Vendor's established Regional QM Team shall schedule, and conduct, a QM review at each institution every 18 months, in accordance with policy. These reviews require the Vendor: <ul style="list-style-type: none"> <li>a) Provide preliminary report of findings to institutional management during the exit briefing.</li> <li>b) Provide a final report to the Department's Director of Dental Services.</li> <li>c) Request a CAP, and subsequent monthly report(s), from its dental staff at each institution to address any score(s) below 80%, in accordance with policy, until all corrective action has been completed.</li> <li>d) Perform a follow-up site visit.</li> </ul>
<b>QM-012</b>	During a CMA Health Services Survey, the Vendor shall: <ul style="list-style-type: none"> <li>1) Complete a CMA pre-survey questionnaire and coordination of survey arrangements.</li> <li>2) Complete a CAP, as required, on all CMA findings. Work to correct all areas of non-compliance until such time as CMA determines that all deficiencies have been corrected.</li> </ul>
<b>QM-013</b>	The Vendor shall be responsible for identification, analysis, and evaluation of risk(s), and shall select the most advantageous method(s) of correcting identifiable risks, promote the quality of dental care, and promote a safe environment.
<b>QM-014</b>	The Vendor shall provide dental service(s) reporting and analyses on occurrences and trending.
<b>QM-015</b>	The Vendor shall include occurrences, sentinel events and trending the monthly institutional QM meeting.
<b>QM-016</b>	The Vendor shall maintain copies of specific documents, to include licensure, certifications and continuing education requirements of the dental care personnel within the institution where the individual professional is providing service. The Vendor is responsible for ensuring compliance with all related requirements.
<b>QM-017</b>	The Vendor shall develop and implement peer reviews, and formulate plans to correct any deficiencies it identifies. The Vendor will ensure that all applicable professionals have their work performance reviewed for accrediting and monitoring purpose.

### 3.4.4.4 Quality Management Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-013	All Mortality Reviews (conducted upon an inmate's death) where it is determined that inaction from the Vendor resulted in the inmate's death	No inmate deaths are caused by inaction from the Vendor such as delayed consultations, failure by the Clinician to follow-up, or purposeful delay of expensive treatments	Per Occurrence	\$100,000 per occurrence

### 3.4.4.5 Quality Management Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
<b>DEL-QM-001</b> Quarterly QM Summary	The 20 day of the month, following the quarter in which the Vendor provided services	Utilizing the DC4-512C, or an approved form, the Regional QM Team will prepare a quarterly summary that reflects the findings and initiatives made for improvements. This summary shall be submitted to the Central Office QM Coordinator by the 20th day after the end of the quarter along with a copy of the meeting minutes.
<b>DEL-QM-002</b> Corrective Action Plan	Within 20 days of receipt of a final CMA report	Using the DC4-512C form, a Corrective Action Plan (CAP) must be submitted to the Contract Manager, or Director of Health Services Administration, within twenty (20) days of the final report date.
<b>DEL-QM-003</b> Sentinel Event Reporting	Per Occurrence	The occurrence of any sentinel event requires the completion of a DC4-690A Occurrence Report. Once completed, the report should be forwarded to the Director of Dental Services. This should only be used to document events that occur under the direct supervision of dental health care services, or dental services personnel in accordance with HSB 15.09.08 <i>Risk Management Program</i> .

### 3.4.5 Pharmaceutical Services

#### 3.4.5.1 Description

The Department currently operates four pharmacies that dispense prescriptions to their assigned institutions/facilities throughout the state. The Department intends to continue to provide dispensing pharmaceutical services from these pharmacies. The Region I Pharmacy is located in Marianna, Region II Pharmacy is located at Union CI, the Region III-IV Pharmacy is located at Lowell CI and the RMC Pharmacy is located at RMC. The Department's Pharmacy dispensing services, prescription records, the cost of formulary prescriptions, and formulary non-prescription medications, dispensed from the Department's Pharmacies, or Specialty Pharmacies, contracted by the Department, shall be the responsibility of the Department. The Department shall be responsible for the cost of all formulary stock medications maintained at the institutions. All stock medications and stock supplies supplied by the Department shall remain the Department's property.

The Department's Pharmacy currently provides stock medication for dispensing by dentists (ibuprofen, antibiotics, etc.), per HSB 15.04.15 and Appendices A, B and C, but does not provide other dental medications (lidocaine, injectable medications, etc.).

The Vendor shall be responsible for all non-formulary medication costs. The Vendor shall order, purchase, pick up, and pay for all pharmaceuticals, related to dental care, which are not provided by the Department's Pharmacy.

#### 3.4.5.2 How Service is Provided Today

Currently the Department maintains responsibility for dispensing pharmaceuticals and providing stock pharmaceuticals to the CHCC facilities. The Department is responsible for the cost of formulary and stock medications, as defined in HSB 15.04.15 and Appendices A, B and C. The CHCCs are responsible for the Department's cost of non-formulary medications. Shipping costs of prescriptions, dispensed by the Department's pharmacies, including return of applicable patient-specific prescriptions, are paid by the CHCC.

Dental medications prescribed by the dentists shall be:

- a) Dispensed by the dentist directly to the inmate per HSB 15.04.15;
- b) Administered by the Medical Services CHCC's nursing staff; or
- c) Dispensed by the Department's pharmacies or the Local Emergency Pharmacy, and distributed by the Medical Services CHCC's nursing staff.

#### 3.4.5.3 Pharmaceutical Services Minimum Requirements

Pharmaceutical Services Requirements (PS)	
No.	Requirement
PS-001	The Vendor shall comply with the Department's formulary in all cases, unless a Drug Exception Request (DER), Form DC4-648, is approved by the Vendor's Dental Director. The DER is required anytime a non-formulary medication is prescribed, and the Department's Pharmacy will not issue a non-formulary medication without an approved DER. Additional information regarding this

Pharmaceutical Services Requirements (PS)	
	matter can be found in the Department's HSB 15.14.03, Drug Formulary Process.
<b>PS-002</b>	The Vendor shall notify the Department's pharmacies, in writing, of all its dentists that are authorized to prescribe medications.
<b>PS-003</b>	The Vendor is responsible for faxing, or otherwise transmitting electronically, all prescriptions, and Stock Orders, to the appropriate, assigned Department pharmacy.
<b>PS-004</b>	If a medication error is discovered by clinical dental staff, the Vendor shall ensure that person: <ol style="list-style-type: none"> <li>1. Evaluate inmate immediately following a medication error and provide monitoring and implement treatment as ordered by clinician, and document actions on the DC4-724, Dental Treatment Record;</li> <li>2. Report the error to the clinician and pharmacy if it is a pharmacy error;</li> <li>3. Report the error to his/her supervisor; and</li> <li>4. Complete form DC4-690A, Occurrence Report.</li> </ol>
<b>PS-005</b>	All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, and the Department's rules, procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting.

### 3.4.6 Electronic Health Records (EHR)

#### 3.4.6.1 Description

An Electronic Health Record (EHR) is an digitized version of a patient's health information, which supports consistent treatment pathways, and provides templates, in which to record patient demographics and pertinent health information, including but not restricted to patient history, active problems, medications, allergies, immunizations, laboratory test results, radiology images, medical procedures, vital signs and personal statistics such as height and weight. As a new part of the desired offering from Vendors, the Department is requiring implementation and maintenance of an electronic health record (EHR) system, reducing the Department's dependence on paper and improving visibility into the inmate's health record.

The Vendor must participate in record entry into an implemented EHR system.

Implementation of an EHR will allow the Department to modernize and ease the transfer of inmates between institutions, and increase the availability of data, ensuring a higher quality record, which is less dependent on manual entry.

#### 3.4.6.2 How Service is Provided Today

Currently, all inmates are required to have a paper-based dental health record, which is up-to-date at all times, and complies with a problem-oriented health record format, the Department's policy and procedure, and ACA standards. The record must accompany the inmate at all dental health encounters, and will be forwarded to the appropriate

institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

Dental Health Records, at a minimum, contain the following information:

- The completed initial intake form
- Health appraisal data forms
- All findings, diagnoses, treatments, dispositions
- Lab and X-ray reports
- Dental radiographs
- Signature and title of documenter
- Consent and refusal forms;
- Release of information forms
- Place, date, and time of health encounters
- Dental Consultations (including Specialist Consultations)

All health and dental care records are the property of the Department, and shall remain with the Department upon termination, or expiration, of the resultant Contract. The Vendor will supply, upon request of the Office of Health Services, any and all records relating to the care of the inmates, which are in its possession.

A record of all services provided off-site must be incorporated into each inmate's dental care record. All prior dental care records must be incorporated into each inmate's current dental care record.

The Vendor must follow all State and Federal laws, rules, and Department Policies and Procedures relating to storage, access to and confidentiality of the dental records. The Vendor shall provide secure storage to ensure the safe and confidential maintenance of active and inactive inmate health records, and logs in accordance with Health Services Bulletin 15.12.03, *Health Records*. In addition, the Vendor shall ensure the transfer of inmate comprehensive health and dental records and medications required for continuity of care in accordance with Procedure 401.017, *Health Records and Medication Transfer*. Health and dental records will be transported in accordance with Health Services Bulletin 15.12.03, Appendix J (Post-Release Health Record Retention and Destruction Schedule).

The Vendor shall ensure that its staff document, within the inmate's health and dental record, all dental health care contacts, in the proper format in accordance with standard health and dental practice(s), the ACA and/or NCCHC standards, and any relevant Department Policies and Procedures.

The Vendor shall be responsible for the orderly maintenance, and timely filing, of all dental health information, utilizing any system, as directed by the Department.

The Vendor shall comply with all HIPAA requirements,

#### Health Record Retention Periods

- a) Unless otherwise specifically governed by Department regulations, all health records shall be kept for a period of seven (7) years or for the period for which records of the same type must be retained by the State, pursuant to statute, whichever is longer. All retention periods start on the first day after termination of the resultant Contract.
- b) If any litigation, claim, negotiation, audit, or other action involving the records referred to has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the period specified for, whichever is later.
- c) In order to avoid duplicate record keeping, the Department may make special arrangements with the Vendor for the Department to retain any records, which are needed for joint use. The Department may accept transfer of records to its custody when it determines that the records possess long-term retention value. When records are transferred to or maintained by the Department, the retention requirements of this paragraph are not applicable to the Vendor as to those records.
- d) The records retention program must comply with guidelines established by the Florida Department of State, Division of Library and Information Services Records Management program. The Department endorses the following medical record retention and destruction practices:
- e) Records of inmates presently on extended parole will be maintained until the time the inmate is released from the Department's responsibility. After seven (7) consecutive years of inactivity, the Department shall authorize destruction/recycling procedures in accordance with law.
- f) Hard copies of health records will be securely stored at the Reception and Medical Center (RMC). All health and dental records received at the record archives will be checked to ensure that the color-coded year band is properly attached before filing.

**3.4.6.3 Electronic Health Records Minimum Requirements**

<b>Electronic Health Records Requirements (EHR)</b>	
<b>No.</b>	<b>Requirement</b>
<b>EHR-001</b>	The Vendor shall identify, and record all inmate contact with the Contractor, within a single patient record for each inmate.
<b>EHR-003</b>	The Vendor shall create and maintain inmate-specific dental medication lists.
<b>EHR-004</b>	The Vendor shall capture, review, and manage relevant medical procedural/surgical, social and family history including the capture of pertinent positive and negative histories, patient-reported or externally available patient clinical history.
<b>EHR-005</b>	The Vendor shall create, addend, correct, authenticate, and close, as needed, any notes, or clinical documentation, either transcribed or entered directly, into any EHR system implemented.
<b>EHR-006</b>	The Vendor shall incorporate clinical documentation from off-site sources, seen

	during the course of the inmate's treatment under the care of the Department, into the inmate's dental record.
<b>EHR-007</b>	The Vendor shall generate and record patient-specific instructions related to any procedure performed or any discharges.
<b>EHR-008</b>	The Vendor shall capture and track orders based on input from specific care providers, into any EHR system implemented.
<b>EHR-009</b>	The Vendor shall complete diagnostic tests based on orders from care providers of other health specialties.
<b>EHR-010</b>	The Vendor shall provide order sets based on provider input, request, (or system prompt if implemented within an EHR system).
<b>EHR-011</b>	The Vendor shall create, maintain, and verify patient treatment decisions in the form of consents, and authorizations, when required.
<b>EHR-013</b>	The Vendor shall support the use of appropriate standard care plans, guidelines and/or protocols for the management of specific conditions.
<b>EHR-014</b>	The Vendor shall identify, and heed, drug interaction warnings when ordering medications.
<b>EHR-015</b>	The Vendor must provide all necessary intra-oral radiograph sensors be compatible with an electronic health record system.

### 3.5 Clinical Staff Requirements

#### Dentist:

- Be licensed to practice dentistry, pursuant to Chapter 466, F.S.
- Hold a clear, active license to practice dentistry in the State of Florida.
- Possess and maintain current certification from the American Heart Association in Basic Life Support or higher.
- Clear a security background check.
- Demonstrate fluency in English with good verbal communication and documentation skills.
- Possess the ability to establish and maintain effective working relationship with others.
- Possess the ability to document all findings legibly, to make accurate diagnosis, using professional terminology, and make sound and logical decisions regarding treatment.
- Possess the ability to interpret laboratory test results.
- Possess the ability to read and interpret X-ray and other radio-imaging digital pictures.
- Possess the ability to perform complete dental appraisal of an inmate, formulate a diagnosis, manage and treat the patient accordingly, and develop/order all follow up visits, as appropriate.
- Possess the ability to establish a doctor-patient rapport to promote mutual trust, which will result in better patient compliance with treatment plan.
- Demonstrate willingness to collaborate with other health care members, physicians, colleagues, nursing staff, and correctional staff, in order to meet the needs of the inmate.
- Become familiar, and demonstrate familiarity with, the Department's Rules, Policies, Procedures, Health Services Bulletins, and Florida Statute related to Public Health and Dental Practice.

#### Dental Hygienist

- Hold a clear, active, unrestricted license as a dental hygienist under Chapter 466, F.S.
- Possess and maintain current certification from the American Heart Association in Basic Life Support or higher.



- Clear a security background check.
- Demonstrate fluency in English with good verbal communication and documentation skills.
- Possess the ability to establish and maintain effective working relationship with others.
- Possess the ability to document all findings legibly, to make accurate recommendations, using professional terminology, and make sound and logical decisions regarding treatment.
- Possess the ability to interpret laboratory test results.
- Possess the ability to read and interpret X-ray and other radio-imaging digital pictures.
- Possess the ability to perform complete dental appraisal of an inmate, manage and treat the patient accordingly, and develop/order all follow up visits, as appropriate.
- Possess the ability to establish rapport with the inmate to promote mutual trust, which will result in better patient compliance with treatment plan.
- Demonstrate willingness to collaborate with other health care members, physicians, colleagues, nursing staff, and correctional staff, in order to meet the needs of the inmate.
- Become familiar, and demonstrate familiarity with, the Department's Rules, Policies, Procedures, Health Services Bulletins, and Florida Statute related to Public Health and Dental Practice.

### **3.5.1 Interaction with other Health Care Services Contractors**

As noted above, the Department is issuing several different Invitations to Negotiate in conjunction with this health care solicitation. FDC anticipates awarding separate contracts for comprehensive medical services for all facilities, except Reception and Medical Center in Lake Butler, Florida (either statewide or in two separate North and South areas); comprehensive statewide mental health services; comprehensive statewide dental services, and comprehensive medical and hospital administration services provided at the Reception and Medical Center in Lake Butler, Florida. Each Contractor is required to cooperate fully with the Department and the other Contractors to ensure inmate patients receive appropriate and timely health care services and that there are no barriers to continuity of care due to a lack of collaboration between contractors.

Each Contractor needs to have a clear understanding of where their clinical and financial responsibility begins and ends. To this end, the Department has made a good faith effort in each ITN to identify where the clinical and financial responsibility begins and ends for each Contractor. These areas are described as "interfaces" and are outlined below.

If an area of responsibility is not defined or a prospective Vendor has questions, these topics should be addressed during the question and answer period specified in the Timeline. If additional questions or assumptions are made, these should be noted in the Reply and can be addressed further in the negotiation phase of this solicitation.

### **3.6 Medical Services and Dental Services Contractors**

#### **a) Dental Responsibilities**

1. The Dental CHCC will be responsible for payment of all non-formulary medications/medicaments prescribed by its dentists
2. The Dental CHCC will be responsible to answer/respond to consults/referrals from Medical/Mental Health within three (3) weeks, unless needed sooner.
3. The Dental CHCC is responsible for infirmary/hospital rounds for all inmate patients placed in such for dental reasons, or at the request of Medical/Mental Health Providers.

4. The Dental CHCC will furnish a dentist on-call list to each Institutional Medical Department in the event a dentist should need to be contacted when an emergent/urgent dental situation arises and no dentist is available at the Institution. When needed the Dental CHCC must ensure that an on-call dentist can travel to another institution when their dentist is unavailable to cover emergent/urgent dental issues, i.e.: after-hours, weekends, holidays
5. The Dental CHCC is responsible for all costs involved in placing/removing dental implants.
6. The Dental CHCC is responsible for all costs involved in providing Palatal Obturators.
7. The Dental CHCC will be responsible for all costs associated with Hyperbaric Oxygen treatment/dives necessitated by the inmate's health situation and/or previous head and neck radiation treatment.
8. The Dental CHCC will be responsible for all costs involved in evaluation and non-surgical/surgical treatment of Temporomandibular Disorder issues/disease except for fractures.
9. The Dental CHCC is responsible for all costs associated with treating intra-oral alveolar fractures. All other facial fractures including but not limited to: maxilla, mandible, condyle, zygomatic arch; is the responsibility of the Medical Services CHCC.
10. The Dental CHCC will be responsible for all costs related to intra-oral, alveolar and lip biopsies for oral pathology or cancer. Biopsies of extra-oral head and neck lesions, lymph nodes, etc. will be the responsibility of the Medical Services CHCC. General dental treatment standards call for a biopsy of oral lesions/suspected lesions if they have not healed within ten (10) days of the first observation/treatment. The biopsy is to be done within two (2) weeks of the determination of need.
11. The Dental CHCC is to complete all needed invasive dental treatment on pre-radiotherapy oncology inmates within five (5) working days of the referral from medical/oncology.

**b) Medical Services Responsibilities**

1. The Medical Services CHCC will be responsible for treating all facial fractures including but not limited to: maxilla, mandible, condyle, zygomatic arch. Treatment of intra-oral alveolar fractures is the responsibility of the Dental CHCC.
2. The Medical Services CHCC will evaluate and respond to referrals/consults from the Dental CHCC for Medical Clearance prior to dental treatment within three (3) weeks, unless needed sooner.
3. The Medical Services CHCC is responsible for all costs associated with referrals/consultations/evaluations by the Dental CHCC to a medical specialist related to possible allergies to local anesthetics. The testing is to be completed within three weeks.
4. The Medical Services CHCC shall be responsible for all dental related emergent/urgent dental issues when a dentist is not present, such as after-hours, weekends, holidays or any other time the dentist is not present. The Dental CHCC must provide the Medical Services CHCC with an on-call list in the event contact with a dentist is needed.

5. The Medical Services CHCC shall be responsible for treating all cancers involving the head and neck area including intra-oral, alveolar, and lips. This includes osseous and/or extra-oral grafting/reconstruction due to surgical procedures. The Dental CHCC shall be responsible for all intra-oral soft tissue grafting and reconstruction of the dentition as needed following surgical procedures. The same responsibilities exist for all other health care issues relating to oral pathology/trauma.
6. The Medical Services CHCC shall be responsible for drawing the blood samples needed for laboratory testing as requested by the Dentists within one (1) week. The Dental CHCC shall be responsible for all laboratory costs.
7. The Medical Services CHCC is to refer all pre-radiotherapy oncology inmates to the Dental Clinic at least one (1) week prior to the initiation of radiotherapy. This is so dental can complete all invasive dental treatment needed before initiation of radiotherapy.

### **3.7 Health Care Records**

Inmate health care records are the property of the Department. The Department's Comprehensive Medical Services Vendor will be responsible for the maintenance and control of active inmate health care records, in accordance with Health Services Bulletin (HSB) 15.12.03 and HSB 15.04.13, Supplement D. The Comprehensive Mental Health Services Vendor and Comprehensive Dental Services Vendor will be responsible for checking health care records in and out from the Comprehensive Medical Services Vendor in accordance with its policies, and as approved by the Department.

The Comprehensive Medical Services Vendor shall have a process for ensuring the other Vendors have access to health care records after hours, for emergent cases only. The Dental Vendor shall record required clinical information in the health records in accordance with HSB 15.12.03, and control and secure the health records while they are in their possession, as per HSB 15.04.13, Supplement D.

### **3.8 Medical Disaster Plan**

The Vendor will participate in the Department's disaster plan for the delivery of dental services in the event of a disaster, such as an epidemic, riot, strike, fire, tornado, or other acts of God. The plan shall be in accordance with Health Services Bulletin 15.03.06, Medical Emergency Plans, and Procedure 602.009, Emergency Preparedness, and shall be updated annually. The health care disaster plan must include the following:

- a) Communications system
- b) Recall of key staff
- c) Assignment of health care staff
- d) Establishment of a triage area
- e) Triage procedures
- f) Health records - identification of injured
- g) Use of ambulance services
- h) Transfer of injured to local hospitals
- i) Evacuation procedures (coordinated with security personnel)

- j) Back-up plan
- k) Use of emergency equipment and supplies
- l) Annual practice drill, according to Department policy.

### **3.9 Dental Provider Base**

The Vendor must have an established dental provider base, to make available a comprehensive provider network, having sufficient numbers and types of specialists, who if necessary can assist in ensuring industry standards are met in all Regions.

### **3.10 Information Technology Requirements**

The Vendor must have an automated, integrated tracking and reporting system. The Vendor must provide all computer equipment where needed, technical, and clerical support necessary to support the automated, integrated tracking and reporting system.

#### **3.10.1 Corporate Access to the Departments Network**

Any access to the Departments network from an outside non-law enforcement entity must be done via a Virtual Private Network (VPN). The Department will require a copy of the Vendor's security policies and a network diagram. After review by the Departments network staff, Information Security staff, the Chief Information Officer will make the final decision on granting access. Access methods may include LAN to LAN or and/or Client VPN, as determined by the Department. The Vendor will be directly responsible for any costs associated with LAN to LAN connections (e.g. circuit costs) and/or responsible for reimbursement to the Department for fees associated with Client VPN connectivity. Client VPN connectivity fees are estimated to be approximately \$8.00 per user per month and will be a reimbursement to the Department's Office of Information Technology to cover VPN licensing and maintenance fees.

#### **3.10.2 VPN Connections**

Authorized VPN connections must adhere to the FBI CJIS Security Policy and HIPAA protections standards where applicable and must otherwise support industry best practice, and be provided and managed (including software provision and configuration, and connection support) by a Department-approved VPN service provider. The Contractor requesting or using these connections are financially responsible for all required or related equipment and must adhere to all VPN service provider policies and procedures as well as Department procedures. The VPN service provider will coordinate with the Contractor in determining whether to use the Contractor's equipment to terminate that end of the VPN connection or provide the necessary equipment.

When VPN access is requested the requestor must also present an accurate and complete description of the requestor's information network, including all permanent and temporary remote connections made from and to the requestor's network (required for CJIS compliance), for Department review. Any access or connection to the Department's network not approved by the Chief Information Officer or the Department is strictly prohibited.

Contractor workstations accessing the Department's information network via a VPN must operate a fully vendor supported Windows operating system that is approved by the Department and protected by all security measures/mitigations required by the CJIS Security policy in effect.

Contractor workstations accessing the Department's information network via a VPN must operate with password protected screen savers enabled and configured for no more than 15 minutes of inactivity

It is the responsibility of the authorized users with VPN privileges to ensure the confidentiality of their credentials and that unauthorized persons are not allowed access to the Department's network by way of these same privileges. At no time should any authorized user provide their userID or password to anyone, including supervisors and family members. All users are responsible for the communications and activities conducted by their workstations through the VPN connection to the Department.

Any attempt to fraudulently access, test, measure or operate unapproved software on the Department's network is strictly prohibited. The use of any software capable of capturing information network packets for display or any other use is prohibited without the express consent of the Department's Office of Information Technology.

### **3.10.3 Outside Entity Obligations**

It is the outside entities' and their workforce members' responsibility to maintain knowledge of and compliance with relevant and applicable Department procedures.

Notice of planned events in an outside entity's computing environment that may impact its secured connection, in any way or at any severity level, to the Department must be submitted to the Department at least one week in advance of the event.

The Department must receive notice in electronic and written form from an outside entity when any unexpected event of interest occurs in any way or at any level of severity within or around the outside entity's computing environment that may impact the Department's information security. Events including but not limited to malware (virus, Trojan horse, etc.) discovery, network or system breaches, privileged account compromise, employee or workforce member misconduct, etc, are examples of events of interest to the Department.

Outside entity workstations are not to access any resource or download any software from the Department's information network without prior approval.

Before connection and while connected to a VPN formed with the Department the outside entity's computing environment (computing devices including workstations, servers, and networking devices) must be operating the latest available software versions and applicable patches, and have the following implemented with supporting policies or procedures available for review by the Department:

- a) Active and effective network device, server and workstation operating system and layered software patch or update processes

- b) Department approved, up-to-date server and workstation anti-virus/malware software (all components) installed with active and effective patch or update processes in place

Outside entity workforce members with VPN access privileges to the Department's network shall not use non-Department email accounts (i.e., Hotmail, Yahoo, AOL), or other external information resources to conduct Department business, ensuring a reduced risk to Department data and that Department business is never confused with personal business.

With regard to VPN connections used by outside entities that are provided by Department-approved VPN providers, the Department bears no responsibility if the installation of VPN software, or the use of any remote access systems, causes system lockups, crashes or complete or partial data loss on any outside entity computing or network equipment. The outside entity is solely responsible for protecting (backing up) all data present on its computing and network equipment and compliance with all regulatory legislation.

#### **3.10.4 Vendor's Network**

In addition to the Vendor providing its own data network and connectivity devices, all associated IT hardware at the local correctional facility level will be provided by and maintained by the Vendor. This includes, but is not all inclusive, hardware such as personal computers and laptops (including software licenses), tablet PC's, thin clients, printers, fax machines, scanners, video conferencing, switches, and UPS for switches.

#### **3.10.5 Transmitting Health Information via E-mail**

In conducting its mission the Department is required to communicate with parties outside of its internal email and information systems. These communications include electronic protected health information (ePHI) or other confidential information governed by any of the Health Insurance Portability and Accountability Act (HIPAA), The Health Information Technology for Economic and Clinical Health (HITECH) Act or the Florida Administrative Code, Rule Chapter 71-A. These and other regulations require that electronic transmission of ePHI or confidential information be encrypted.

The current practice requires passing health or other confidential information by way of phone calls, faxing, encrypted electronic mail, and traditional paper mail.

If the Vendor requires using e-mail to transport ePHI or other confidential health information it must establish and host an e-mail encryption solution. The solution must be approved by the Department's Office of Information Technology (OIT) and meet or exceed all federal and state regulations, including those mentioned above before implementation.

The Department reserves the right to implement email security for all types of devices, and the Vendor will comply with using these security requirements as dictated in the future.

#### **3.10.6 Vendor Data Availability**

- 3.10.6.1** The Vendor shall have the capability for the Department to send data to and pull data from the Vendor's provided health service information technology system via a secure

transport method (SFTP, Secure Web Services, etc.); furthermore, the data format should either be XML-based or delimiter-separated values. It is the Vendor's responsibility to provide all necessary documentation to assist in the integration of data which includes but is not limited to crosswalk tables for code values, schemas, and encodings.

**3.10.6.2** The Vendor and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information.

1. No disclosure or destruction of any Department data can occur without prior express consent from the Contract Manager.
2. The Vendor shall timely return any and/or all Department information in a format deemed acceptable by the Department when the contractual relationship effectively terminates.
3. The Vendor shall provide certification of its destruction of all Departmental data in its possession in accordance with DOD 5220.22-M, "National Industrial Security Program Operating Manual" when the need for the Vendor's custody of the data no longer exists.
4. The Vendor must maintain support for its services following an emergency that affects the facilities and systems it maintains. Following an emergency that affects the Vendor's facilities or production systems, the Vendor must provide access and use of a backup system with the same functionality and data as its operational system within twenty-four (24) hours. The Vendor must also guarantee the availability of data in its custody to the Department within twenty-four (24) hours following an emergency that may occur within the Vendor's facilities or systems. Following an emergency that affects the Department's facilities or systems, the Vendor must continue to provide access and use of its production systems once the Department has recovered or re-located its service delivery operations.
5. The introduction of wireless devices at facilities is subject to prior review and approval by the Contract Manager. The Vendor is responsible for notifying the Department before introducing wireless devices into facilities.

### **3.10.7 Information Security Auditing and Accountability**

**3.10.7.1** The Vendor will provide the Department audit and accountability controls to increase the probability of authorized system administrators conforming to a prescribed pattern of behavior. The Vendor in concert with the Department shall carefully assess the inventory of components that compose their information systems to determine which security controls are applicable to the various components.

**3.10.7.2** Auditing controls are typically applied to the components of an information system that provide auditing capability including servers, mainframe, firewalls, routers, switches.

### **3.10.8 Auditable Events and Content (Servers, Mainframes, Firewalls, Routers, Switches)**

**3.10.8.1** The Vendor shall generate audit records for defined events. These defined events include identifying significant events which need to be audited as relevant to the security of the information system. The Department shall specify which information system components carry out auditing activities. Auditing activity can affect information system performance and this issue must be considered as a separate factor during the acquisition of information systems.

**3.10.8.2** The Vendor shall produce, at the system level, audit records containing sufficient information to establish what events occurred, the sources of the events, and the outcomes of the events. The Department shall periodically review and update the list of auditable events.

### **3.10.9 Events**

The following events shall be logged:

1. Successful and unsuccessful system log-on attempts.
2. Successful and unsuccessful attempts to access, create, write, delete or change permission on a user account, file, directory or other system resource.
3. Successful and unsuccessful attempts to change account passwords.
4. Successful and unsuccessful actions by privileged accounts.
5. Successful and unsuccessful attempts for users to access, modify, or destroy the audit log file.

### **3.10.10 Content**

The following content shall be included with every audited event:

1. Date and time of the event.
2. The component of the information system (e.g., software component, hardware component) where the event occurred.
3. Type of event
4. User/subject identity.
5. Outcome (success or failure) of the event.

### **3.10.11 Response to Audit Processing Failures**

The Vendor shall provide alerts to the Department's CIO or designee in the event of an audit processing failure. Audit processing failures include, for example: software/hardware errors, failures in the audit capturing mechanisms, and audit storage capacity being reached or exceeded.

### **3.10.12 Time Stamps**

The Vendor shall provide time stamps for use in audit record generation. The time stamps shall include the date and time values generated by the internal system clocks in



the audit records. The agency shall synchronize internal information system clocks on an annual basis.

### **3.10.13 Protection of Audit Information**

The Vendor shall protect audit information and audit tools from modification, deletion and unauthorized access.

### **3.10.14 Audit Record Retention**

The Vendor shall retain audit records for at least 365 days. Once the minimum retention time period has passed, the Vendor shall continue to retain audit records until it is determined they are no longer needed for administrative, legal, audit, or other operational purposes.

### **3.10.15 Compliance Requirements**

The Vendor must comply with all applicable State and Federal security requirements including HIPAA, the FBI CJIS Security Policy, and Florida Administrative Code 71A-1, *Florida Information Technology Resource Security Policies and Standards*.

So as to be compliant with the Health Insurance Portability and Accountability Act (HIPAA), any service, software, or process to be acquired by or used on behalf of the Department that handles and/or transmits electronic protected health information must do so in full HIPAA compliance and with encryption provided as a part of the service, software, or process. In addition, the transmission and encryption scheme supplied by the Vendor must be approved by the Department prior to acquisition.

Any service, software, or process used in service to the Department that includes a user ID and password component must ensure said component includes at a minimum capabilities for password expiration and confidentiality, logging of all User ID activities, lockout on failed password entry, provisions for different levels of access by its user IDs, and intended disablement of User IDs.

Any and all introductions or subsequent changes to information technology or related services provided by the Vendor in the Department's corrections environment must be communicated to and approved by the Department and Office of Information Technology prior to their introduction. As examples, the implementation of wireless (Bluetooth, 802.11, cellular, etc) technology or use of USB based portable technology.

Any and all information security technology or related services (e.g. internet monitoring software) in the Department's corrections environment are to be provided by the Vendor unless the lack of these technologies and services is approved by the Department and Office of Information Technology.

The Department will maintain administrative control over any aspect of this service within its corrections environment to the degree necessary to maintain compliance with the U. S. Department of Justice Information Services Security Policy.

The Vendor must agree to comply to any applicable requirement necessary to the Department's compliance with local, state, and federal code or law.

All Vendors must be able to comply with Department procedures that relate to the protection (maintaining confidentiality, integrity, and availability) of the Department's data and its collective information security. Access to Department information resources will require use of the Department's security access request application when applicable.

The Vendor must recognize the Department's entitlement to all Department provided information or any information related to the Department generated as a result of or in participation with this service.

No disclosure or destruction of any Department data by the Vendor or its contracted parties can occur without prior express consent from a duly authorized Department representative.

The Vendor must provide for the timely and complete delivery of all Department information in an appropriate and acceptable format before the contractual relationship effectively terminates.

The Vendor must provide certification of its destruction of all of the Department's data in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitation, when the need for the Vendor's custody of the data no longer exists.

The Department's data and contracted services must be protected from environmental threats (Vendor's installation should have data center controls that include the timely, accurate, complete, and secure backup (use of offsite storage) of all Department information, and other controls that manage risks from fire, water/humidity, temperature, contamination (unwanted foreign material, etc), wind, unauthorized entry or access, theft, etc).

The Vendor should be prepared to guarantee availability of Department data and its service during a disaster regardless of which party is affected by the disaster.

Correctional institutions site plans and plan components (electrical, plumbing, etc) are exempt from public record and must be kept confidential.

If applicable, the Vendor shall supply all equipment necessary to provide services outlined in this solicitation. Vendor equipment will not require connection to the Department's information network.

If applicable, the Vendor will host the Department's information and/or services provided in a data center protected by the following:

1. Controlled access procedures for physical access to the data center;
2. Controlled access procedures for electronic connections to the Vendor's network;
3. A process designed to control and monitor outside agencies access to the Vendor's information network;

4. A Firewalling device;
5. Server based antivirus/malware software;
6. Client based antivirus/malware software;
7. Use of unique user IDs with expiring passwords;
8. A process that involves collection of user ID activities and regular review of these activities for unauthorized access;
9. A process that ensures up to date software patches are applied to all information resources

The Vendor shall maintain an Information Security Awareness program. This program will be designed to keep users knowledgeable on information security best practices and current threats to the Vendor's resources.

The Vendor's solution must operate to the Department's satisfaction on its current personal computer platform, if applicable, which currently is configured with:

- Intel Core I5-4590 Processor (Quad Core, 3.30 GHz Turbo, 6MB Cache, with HD Graphics 4600
- 8 GB RAM
- 500 GB 7200 RPM Hard Drive
- 16X DVD-ROM RW
- 10/100/1000 Mb NIC
- Onboard or External Graphics Card
- Keyboard
- Mouse
- Window 7 Operating System
- Office 2007 (in transition to O365)
- Trend Micro Anti-virus
- Internet Explorer 11
- Mocha TN3270 version 1.8
- Java 1.8.0\_51
- Adobe Flash Player version 19

### **3.11 Transition**

The Vendor shall develop and submit with their Reply, a detailed Transition Plan that includes a list of all major transition activities, with responsible parties and timelines. The plan shall include provisions for: oversight of program management and clinical functions; human resources; setting up a provider network and ancillary services; utilization management; quality management; financial management; claims/invoice processing; reporting; licenses and permits; equipment and supplies; information technology; and target transition dates for each institution and associated satellite facilities covered by this ITN.

In addition, the Contractor shall:

- Within three (3) days after the Contract start date, meet with the Department to finalize the implementation plan to ensure an orderly and efficient transition from the current Comprehensive Health Care Contractor.
- Provide regular reports to the Department, not less than weekly, on the status of filling positions and the transition in general

- Submit the final transition plan to the Department for approval within fifteen (15) days after Contract execution date. The Final Implementation Plan shall be designed to provide for seamless transition with minimal interruption of health care to inmates. Final transition at each institution shall be coordinated between the Contractor and the Department
- Commence provision of health care services to the Department's inmates consistent with the approved Final Implementation Plan and Transition Date Schedule.
- Assume full responsibility for comprehensive health care service delivery within 90 days of the Contract execution date, or on a date agreed upon in writing between the Contractor and the Department.

During the transition period, the Department will provide access to all records, files and documents necessary for the provision of health care services, including but not limited to inmate records, utilization management records, and financial reports. Payment for each facility shall begin at 12:01 a.m. on the implementation date, contingent upon actual implementation of services. There will be no compensation provided before the implementation date at each facility.

### **3.12 Accreditation**

The successful Vendor shall be responsible for all costs associated with dental accreditation.

Financial consequences will be assessed for the failure to maintain compliance with mandatory health standards, or for lack of sufficient compliance with non-mandatory health standards, which result in the failure of any Institutions within the Department to be reaccredited (Section 3.4.1), provided any such failure is the sole result of Vendor's action(s) or omission(s). The Vendor agrees to pay financial consequences in the amount of \$100,000 per institution. In addition, the Vendor shall be responsible for any fee associated with a re-audit by ACA, provided such re-audit is the sole result of Vendor's actions or inactions.

If Vendor becomes aware of actions or omissions by the Department, or third party, that interferes with its ability to meet or maintain ACA health standards, Vendor must immediately notify the Department and the third party in writing, as appropriate.

### **3.13 Security**

The Department shall provide security for the Vendor's staff while in the State facilities. The level of security provided shall be consistent with, and according to, the same standards of security afforded to Department personnel.

The Department shall provide security and a procedure to protect the Vendor's equipment, as well as it does the Department's equipment. Department security procedures shall provide direction for the reasonably safe security management for transportation of pharmaceuticals, medical supplies and equipment. The Vendor shall ensure that the Vendor's staff adheres to all policies and procedures regarding transportation, security, custody, and control of inmates.

The Department shall provide adequate security coverage for all occupied infirmaries. FDC shall provide security posts for clinic areas as necessary and determined through the facilities security staffing analysis and in coordination with the Office of Health Services.

The Department shall provide security escorts to and from clinic appointments whenever necessary as determined by security regulations and procedures outlined in the Policies and Procedures.

### **3.14 Orientation and Training**

**3.14.1** The Vendor shall ensure Vendor's staff performing services under this Contract at institutional sites meets the Department's minimum qualifications for their specific position/job class. Both the Department's and the Vendor's responsibilities with respect to orientation and training are listed below.

**3.14.1.1** The Department will determine what type and duration of orientation and training is appropriate for the Vendor'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 Vendor delivers services, shall be coordinated between the Vendor and designated Department staff.

**3.14.1.2** The Vendor will not be compensated by the Department for any costs incurred as a result of Vendor's staff attending orientation and training, including any wages paid.

**3.14.1.3** The new employee orientation will be provided by the Department before the Vendor's staff begins to provide services on-site. The Vendor shall coordinate with designated Department staff at each institution the administration and scheduling of the Vendor's staff new employee orientation.

**3.14.1.4** The Vendor shall, at its expense, track and document all orientation and training. Documentation shall be provided to the Department's Contract Manager upon request.

**3.14.1.5** The Department is not responsible for any required professional or non-professional education/training required for the Vendor's staff to perform duties under this Contract.

### **3.14.2 OBIS Use and Training**

If deemed necessary by the Department, the Vendor 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 Vendor is responsible for payment of travel expenses for its employees, in the event that such training is required. Failure of the Vendor 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 Vendor 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.

### **3.14.3 OBIS Data Entry and Data Exchange**

The Vendor shall ensure information is available for input into the Department's existing information systems including but not limited to OBIS 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, plus any other Department system or component developed for Health Services or any Department system or component deemed necessary for Health Service operations. When requested, the Vendor shall provide the Department data that can be uploaded into the system. The data will meet all the parameters of the Department and will be provided at no cost to the Department. This data shall conform to all standard Department, State, and /or Federal rules, guidelines, procedures and/or laws covering data transfer.

The Vendor shall provide a method to interface and submit data in a format required by the Department for uploading to the Offender Based Information System or other system as determined by the Department. The Vendor shall also provide a web-based method for reviewing the reports.

### **3.14.4 OBIS Cost Reimbursements**

The Vendor shall utilize the Offender Based Information System (OBIS) and shall bear the costs for utilizing this system. Costs are based on transaction usage and/or Central Processing Unit (CPU) utilization.

## ***SECTION 4 – PROCUREMENT RULES AND INFORMATION***

### **4.1 General Instructions to Vendors**

The PUR 1001 is incorporated by reference and may be viewed at the following link:  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)

### **4.2 Procurement Officer**

Questions related to the procurement should be addressed to:

**Allegra Small, Procurement Officer**

Florida Department of Corrections

Office of Administration

Bureau of Support Services

501 S. Calhoun Street

Tallahassee, FL 32399

Telephone: (850) 717-3700

Email: [purchasing@mail.dc.state.fl.us](mailto:purchasing@mail.dc.state.fl.us)

### **4.3 Questions**

Pursuant to Section 287.057(23), F.S., Vendors who intend to respond to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting of the Notice of Agency Decision (excluding Saturdays, Sundays, and state holidays), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Timeline.

Interested parties are encouraged to carefully review all the materials contained herein and prepare Replies accordingly.

#### **4.4 Special Accommodations**

Any person with a qualified disability requiring special accommodations at a public meeting, oral presentation and/or opening should call the Bureau of Support Services at (850) 717-3700, at least five (5) days prior to the event. If you are hearing or speech impaired, please contact the Bureau of Support Services by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

#### **4.5 Alternate Provisions and Conditions**

Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Vendors are expected to submit questions or concerns they may have regarding the requirements or terms and conditions of this solicitation in writing to the Procurement Officer so they may be addressed during the question and answer phase of this solicitation (see Section 4.2). Including alternate provisions or conditions to this solicitation may result in the reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Department reserves the right to negotiate the best terms and conditions if determined to be in the best interests of the state.

#### **4.6 Reply Bond**

Each Vendor is required to submit a Certified Check, Cashier's Check or Reply bond with its response. The amount required is two million (\$2,000,000) dollars. The bond shall be issued by a reliable surety company that has been in business with a record of successful continuous operation for at least five (5) years and is authorized to do business in the State of Florida. Provided Reply bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision cancelling the solicitation or rejecting all replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply. The check/bond will be returned to unsuccessful Vendors upon the execution of a Contract with the successful Vendor or upon cancellation of the solicitation. The check/bond of the successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The Reply check/bond will be forfeited to the Department if the Vendor fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when

required to do so by the Department. Negotiable instruments submitted will be deposited into the State Treasury. After execution of the Contract, return of the Reply bond will be accomplished by issuing a warrant made payable to the Vendor within five (5) business days. Any request for withdrawal of a submitted Reply, requested after five (5) business days will be subject to provisions of this section.

#### **4.7 Pass/Fail Mandatory Responsiveness Requirements**

The Department shall reject any and all Replies that do not meet the Pass/Fail criteria defined below.

- a) All data generated, used or stored by Vendor pursuant to the prospective contract state will reside and remain in the United States and will not be transferred outside of the United States;
- b) All services provided to the State of Florida under the prospective contract, including call center or other help services, will be performed by persons located in the United States;
- c) Vendor has a minimum of at least five (5) years' experience in providing health care services, three (3) years of which must be in a correctional setting;
- d) Vendor has experience in the provision of comprehensive health care services for an aggregate patient population of, at least, 10,000 inmate patients at any one time in prison, jail or other comparable managed health care setting;
- e) Vendor's proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.);
- f) Vendor will act as the prime Vendor to the Department for all services provided under the Contract that results from this ITN;
- g) Respondent must be able to demonstrate their ability to meet the performance bond requirements. Prior to execution of prospective contract, Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$15 million dollars or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).
- h) Respondent will deliver to the Department a Reply bond or check in the amount of \$2 million dollars. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.
- i) Vendor is registered, or will agree to register, in MFMP before execution of the prospective contract. SEE PUR 1000, SECTION 14. The 1% transaction applies to this contract and is detailed in PUR 1000.



- j) Vendor attests to its positive financial standing and Vendor's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

#### **4.8 Submission of Replies**

Replies shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this ITN. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each reply shall be on completeness and clarity of content.

Vendors are responsible for submitting their replies to this ITN to the Procurement Officer by the date and time specified in Timeline of this solicitation. The Department will not consider late replies.

In Reply to this ITN, each Vendor shall:

- a) Submit the Technical Reply and the Cost Reply in separately sealed packages.
- b) Submit one (1) signed original plus ten (10) hardcopies of the Technical Reply, sealed separately from the Cost Reply.
- c) Submit one (1) signed original plus ten (10) hardcopies of the Cost Reply, sealed separately from the Technical reply.
- d) Submit ten (10) searchable electronic copies of the Technical Reply on CD-ROMs. In the event of differences between the information contained on the CD-ROM and the original written version, the written version will prevail.
- e) Submit ten (10) searchable electronic copies of the Cost Reply on a CD-ROM separate from the Technical Reply. In the event of differences between the cost information provided on the CD-ROM and the original written version, the written version will prevail.
- f) If the Vendor believes its Technical Reply contains information that is confidential, trade secret, or otherwise not subject to disclosure, Vendor shall submit one (1) redacted electronic version of the Technical Reply, provided on a CD-ROM. The information contained on the CD-ROM shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. The reason for this requirement is that in the event the Department receives a public records request for this information the Department will be able to respond to such request by providing a copy of redacted electronic version of the document(s) provided by the Vendor. The Department will rely upon Vendor submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, the Department is authorized to produce the entire documents, data, or records submitted by Vendor in answer to a public records request for these records.
- g) Sealed packages to be delivered shall be clearly marked with the solicitation number, company name, due date and time, and identify which package(s) contains the Technical Reply and Cost Reply.
- h) Submitted hardcopies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Vendor's company name, solicitation number, and whether it is the technical or cost reply. Hardcopies should be numbered one-ten, in sequential order for ease of tracking.

## 4.9 Contents of Reply Submittals

Replies are to be organized in TABs as directed below. Vendors shall complete each section entirely or the Vendor may be deemed not responsive.

The Reply shall be organized as follows:

### **TAB A Cover Letter with Contact Information, Executive Summary, Pass/Fail Certification and Performance Bond/Irrevocable Letter of Credit Letter (Limit 15 pages)**

**TAB A** shall contain a cover letter on the Vendor's letterhead with contact information and the name and signature of the person of the representative of the responding organization authorized to legally obligate the Vendor to provide the Services. The cover letter must state that the Vendor agrees to provide the Services as described in the ITN. Also, **TAB A** shall contain an executive summary of the Vendor's reply. The executive summary will describe the technical solution, proposed cost, and operational model the Vendor proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary.

**TAB A** must also include a letter, signed on or after January 1, 2016, from a Surety Company or Bonding Agent, authorized to do business in the State of Florida, and written on company **letterhead**, that documents the Vendor's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$2,000,000. **Failure by the Vendor to provide this letter with its reply will be considered material and will result in the reply being deemed not responsive.**

**TAB A** shall also include the completed Pass/Fail Requirements Certification (**Attachment VII**) signed by the same person who signs the above-mentioned cover letter. A copy of the Vendor's current Dun & Bradstreet Financial Stress Score should be provided in this section.

### **TAB B Experience and Ability to Provide Services (limit 50 pages)**

**TAB B** shall include the following information:

#### **a) References**

Using **Attachment VIII** to this ITN, Vendors shall provide three (3) references from businesses, or government agencies, for which it has provided services of similar scope and size to the services identified in the ITN.

References shall pertain to current and ongoing services, or those that were completed prior to January 1, 2016. References shall not be given by:

- Persons employed by the Department within the past three (3) years.

- Persons currently or formerly employed or supervised by the Vendor or its affiliates.
- Board members within the Vendor's organization.
- Relatives of any of the above.

References shall be signed by the person providing the reference. The Procurement Officer reserves the right to contact the Vendor's references to verify the information was actually provided by the reference and the negotiation team may elect to contact the references to obtain further information regarding the Vendor's performance. In addition, the negotiation team reserves the right to contact and consider references other than those provided by the Vendor when making its best value determination.

**b) Prior Work Experience**

**a. Similar Contracts and Services**

Describe the Vendor's experience in providing medical services in a correctional setting, number of years providing medical services, growth on a national level, and ownership structure. Vendors shall describe all contracts executed in the last five (5) years that are of similar scope and size to the services sought in this ITN. Vendors shall include any experience it has assuming operations from another service provider of correctional health care services and identify all relevant similarities or differences between such contracts and the services sought via this ITN. The listing of similar contracts shall contain the organization name, contact name, address, telephone number, and email address of the entity who received the services from Vendor.

**b. Disputes**

Vendors shall identify all contract disputes Vendor (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last five (5) years related to contracts pursuant to which Vendor provided(s) correctional health care services in the continental United States on an organizational or enterprise level. The term "contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the contract customer that Vendor was in default or breach of a duty under the contract or not performing as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against Vendor as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated damages under such contracts. Vendors must indicate whether the disputes were resolved and, if so, explain how they were resolved.

**c. Subcontractor Information**

If the Vendor will use subcontractors to provide any of the Services, the Vendor shall provide detailed information for all subcontractors it plans on contracting

with to provide any of the Services under the prospective contract. This information shall be provided using **Attachment IX**, "Subcontracting." This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

**TAB C Description of Solution (limit 25 pages)**

In **TAB C**, Vendor shall describe:

- a) Its understanding of the current state of health care services in the Florida Department of Corrections.
- b) Its understanding of goals and general requirements of this solicitation.
- c) Its overall approach to satisfying the requirements and goals of this solicitation.
- d) How the Vendor's approach supports the Department's specific goals of the ITN.
- e) Any risks and challenges with the Department's goals.
- f) How the Vendor will ensure quality services while ensuring costs are contained.
- g) The Vendor's approach differentiators.
- h) The Vendor's transition approach.
- i) Why the Vendor's solution is best for the state.

**TAB D Service Area Detail Solution (limit 150 pages)**

Section 3 of the ITN defines the requirements and service level expectations of each service area that comprises the Department's correctional dental health care services.

In **TAB D**, for **each** of the six (6) Service Areas, the Vendor shall:

- a) Acknowledge acceptance of each requirement.
- b) Acknowledge acceptance of the measures of each performance measure (PM).
- c) Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs Vendor identifies as important that are not specified.
- d) Identify proposed modifications to the identified PMs, the impact of the modification (e.g. greater quality control, cost savings)
- e) Describe a plan for performing the service and meeting the requirements. Include methodologies that will be applied, automation tools planned for use, resource usage plan/approach, and processes that will be put in place.
- f) Provide an organizational structure and resource plan for performing the service and meeting the requirements and performance measures described in Section 3 of the ITN.

- g) Describe ways to cut or minimize the costs associated with this service. This may include modifying the requirements and/or PMs while still meeting the needs of the service, or recommending a different approach for the service.
- h) Describe any additional services or deliverables you will provide in addition to those required.

**TAB E Transition Plan (limit 30 pages)**

To ensure a complete and successful transition that can provide health care services for FDC, the new Vendor will document a transition plan. The transition plan outlines key activities that must be completed while working with the Department and current Vendor(s) during the transition period. Describe in detail the Vendor's plan for:

- a) On-boarding of resources.
- b) Participating in knowledge transfer including a breakdown by service area.
- c) Work environment and technology set-up.
- d) Introduction to Department stakeholders.
- e) Takeover of clinical care.
- f) Other required service operation transition services.

**TAB F Attachment IV – Price Information Sheet**

Vendor shall complete and submit **Attachment IV – Price Information Sheet** for the Contract's initial term and renewal years, and include this form in **TAB F** of its reply to the ITN. The Price Information shall be submitted as an overall single capitation rate, per-inmate, and per-day. Vendors should provide a cost breakdown for off-site services, oral surgeries, pharmacy services, dental services, electronic health record, accreditation, administrative costs, overhead, and profit as it applies to the Department's comprehensive contract.

**TAB G Additional ideas for improvement or cost reduction, and other supplemental materials - (limit 35 pages)**

In **TAB G** of its reply to the ITN, the Vendor is invited to elaborate on additional ideas or tools for service improvements that are not specifically addressed in **TABs B – F** of its reply but may be made available via Vendor's offering. The Department is interested in ideas or tools the Vendor believes will provide for greater performance and efficiency of operations. Vendor shall make sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

**TAB H Completed Forms**

Unless otherwise directed Vendors shall complete the following forms and submit them to the Department in **TAB H** of its response:

**FORM 1 BUSINESS / CORPORATE REFERENCE (TAB B)**

<b>FORM 2</b>	<b>PASS / FAIL CERTIFICATION (TAB A)</b>
<b>FORM 3</b>	<b>VENDOR'S CONTACT INFORMATION</b>
<b>FORM 4</b>	<b>CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM</b>
<b>FORM 5</b>	<b>NOTICE OF CONFLICT OF INTEREST</b>
<b>FORM 6</b>	<b>NON-COLLUSION CERTIFICATION</b>
<b>FORM 7</b>	<b>STATEMENT OF NO INVOLVEMENT</b>
<b>FORM 8</b>	<b>SUBCONTRACTING</b>
<b>FORM 9</b>	<b>PRICE INFORMATION SHEET (TAB G)</b>

#### **4.10 Reply Evaluation Criteria**

An evaluation team will be established to review and evaluate replies to this ITN in accordance with the evaluation process below.

##### **A. TECHNICAL REPLY EVALUATION SCORE (0 - 600 POINTS)**

###### **1. Experience and Ability to Provide Services**

Evaluation of the Vendor's experience and ability to provide service will be based upon information contained in the entire response, but primarily on the information contained in **TAB B**.

###### **a. References**

This section will be evaluated using, but will not be limited to, the following considerations:

- 1) How relevant are the services described in the references to the services sought via the ITN?
- 2) How well do the references demonstrate Vendor's experience in performing contracts of similar size and scope for the services sought?
- 3) How well do the References demonstrate Vendor's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the References regarding Vendors experience and ability to provide the services?

###### **b. Prior Work Experience**

This section will be evaluated using, but will not be limited to, the following considerations:

- 1) Has the Vendor demonstrated via the Reply that it has experience in performing contracts of similar size and scope for the services sought?
- 2) How well did the Vendor convey the ability to provide these services?

- 3) Are there any issues or concerns identified regarding Vendor's experience and ability to provide the services?

## **2. Description of Offering**

Evaluation of the Vendor's proposed offering will be based upon information contained in the entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but will not be limited to, the following considerations:

- a) How well the proposed offering satisfies the following criteria:
  - 1) Demonstrates Vendor's ability to effectively provide health care services at the operational levels required by this ITN.
  - 2) Maximizes operational efficiencies and supports the Department's goals.
- b) How well does the summary of the offering, and the explanation of why it is the best offering for the State, address and meets the goals, needs, and expectations of the State?
- c) How well does the Vendor understand the goals to be achieved via this solicitation?

## **3. Service Area Detail Solution**

Evaluation of Vendor's Service Area Detail Solution will be based upon information contained in **TAB D** of Vendor's reply. Replies for each Service Area will be evaluated based on how well the offering operationally and clinically addresses the requirements described in Section 3. Evaluation of these requirements will be based upon information contained in **TAB D**. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and viability in meeting minimum requirements described in Section 3.

- **Program Management**
- **Institutional Dental Care**
- **Specialty Dental Care and Utilization Management**
- **Quality Management**
- **Pharmaceutical Services**
- **Electronic Health Records**

Each service area identified above will be evaluated using, but will not be limited to, the following considerations:

- a) Description of the planned staffing for the proposed offering
- b) Clinical staffing levels and roles and responsibilities
- c) Administrative staffing and roles and responsibilities
- d) Organization structure / chart
- e) Whether the Vendor's staffing requirements are consistent with the objectives of this solicitation

**B. COST PROPOSAL EVALUATION SCORE (0 - 250 Points)**

A total of two hundred and fifty (250) points may be awarded to a Vendor's Cost Proposal. The following formula will be applied to a Vendor's Cost Proposal to determine the Cost Proposal Score:

**(Reply with Highest Cost Points / Respondent Cost Points) \* (Respondent Technical Evaluation Score / Max Technical Evaluation Score) \* Max Cost Proposal Points = Cost Proposal Score**

**Reply with Highest Cost Points:** Vendor submitting the lowest cost will receive the maximum number of points. Respondents submitting for statewide award will be evaluated per area, North and South.

<u>Maximum Price Points:</u>	
Base Term (including EHR)	60 points
<u>Renewal Term</u>	<u>40 points</u>
<b>TOTAL</b>	<b>100 points</b>

**Respondent Cost Points:** Cost points assigned based on the above weight, for a specific Respondent as reflected in **Attachment V, Price Information Sheet** of its Reply. Cost points will be determined using the below formula:

The vendor submitting the lowest base term pricing (including EHR), will be awarded 60 points. All others Replies will receive points according to the following formula:

$$\frac{N}{(X)} \times 60 = Z$$

Where: N = lowest price received by any bidder  
 X = actual price received by bidder  
 Z = awarded points

The vendor submitting the lowest renewal term, will be awarded 40 points. All others Replies will receive points according to the following formula:

$$\frac{N}{(X)} \times 40 = Z$$

Where: N = lowest price received by any bidder  
 X = actual price received by bidder



Z = awarded points

**Vendor Technical Evaluation Score:** Evaluation points awarded to the Vendor's Technical Reply

**Max Technical Evaluation Score:** Maximum points available for the Technical Reply (500 points)

**Max Cost Proposal Points:** Maximum points available for the cost response (250 points)

**Cost Proposal Score:** Evaluation points awarded to the Vendor's Cost Proposal

### C. REPLY EVALUATION SCORE

The Reply Evaluation Score is the sum of the Vendor's weighted Technical Reply Evaluation Score (0 – 500 points) and Cost Proposal Scores (0 – 250 points).

#### 4.11 Reply Evaluation and Negotiation Process

As to the Invitation to Negotiate process, Section 287.057(1)(c), F.S., provides in part:

“(c) Invitation to negotiate. - The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Vendors with which the agency may negotiate in order to receive the best value.”

“4. The agency shall evaluate replies against all evaluation criteria set forth in the Invitation to Negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more Vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the State, based on the selection criteria.”

Using the evaluation criteria specified above, in order to establish a competitive range of replies reasonably susceptible of award, the Department will evaluate and rank the replies and, at the Department's sole discretion, proceed to negotiate with Vendor(s) as follows.

#### A. Evaluation Phase Methodology

The evaluation team members will individually and independently review each reply and evaluate the replies by allocating 1 – 5 points for each of the following Technical Evaluation sections:

Experience and Ability to Provide Services	Available Points (Scored by Evaluators)	Weight	Weighted Available Points
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References	1-5	5%	25
Prior Work Experience	1-5	10%	50
Description of Solution	1-5	8%	40
Program Management Service Area Detail	1-5	15%	75
Institutional Dental Care Service Area Detail	1-5	20%	100
Specialty Dental Care Service Area Detail	1-5	15%	75
Quality Management Service Area Detail	1-5	10%	50
Pharmaceutical Services Service Area Detail	1-5	7%	35
Electronic Health Records Service Area Detail	1-5	10%	50
<b>TOTAL</b>	<b>500 (weighted)</b>	<b>100%</b>	<b>500</b>

Evaluation Team members will assign a 1 – 5 score, using **no fractions or decimals**, to each Technical Evaluation section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below provides the scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
<b>Poor</b>	Reply Fails to address the component or it does not describe any experience related to the component <b>OR</b> Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria	1
<b>Marginal</b>	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Vendor's response or proposed offering. <b>OR</b> Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential aspects for the specific criteria	2
<b>Adequate</b>	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the state's needs for specific criteria	3
<b>Good</b>	Reply more than adequately meets the minimum requirements,	4

	specification or provision of the specific criteria, and exceeds those requirements in some aspects for the specific criteria	
<b>Excellent</b>	Reply fully meets all requirements and exceeds several requirements Reply exceeds minimum requirements, specifications, and provisions in most aspects for the specific criteria	5

The Technical Evaluation scores received from each evaluator will be multiplied by their assigned weight and averaged to obtain the Vendor's weighted Final Technical Evaluation Score. The Department will combine the Vendor's Final Technical Score and the Vendor's Final Cost Score to determine the Vendor's Final Evaluation Score.

The Final Evaluation Scores for all Vendors will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking for each Reply will be used to establish a competitive range to determine which Vendors may be invited to participate in negotiations. The Department intends to first negotiate with the two (2) most highly ranked Vendors, but the Department reserves the right to negotiate with fewer Vendors, more than two (2) Vendors, or to reject all Replies.

Responsive and responsible Vendor(s) will be invited to negotiate based upon the Reply Evaluation Scores. Vendors are cautioned to propose their best possible offers in their initial reply as failing to do so may result in the Vendor not being selected to proceed to negotiations. If necessary, the Department will request revisions to the approach submitted by the top-rated Vendor(s) until it is satisfied that the contract model will serve the State's needs and is determined to provide the best value for the State.

The Secretary or designee will approve a Short List of vendors selected for negotiation taking into consideration the report and recommendation of the Procurement Officer. No scoring by the Secretary or designee will be required in arriving at this selection. The scoring from the Evaluation Phase shall serve as a recommendation only. The Secretary or designee may also make a determination as to whether to deem one or more vendors ineligible for award based on the Procurement Officer's report.

**B. Negotiation Phase Methodology**

The Department reserves the right to negotiate with any or all responsive and responsible Vendors, serially or concurrently, to determine the best solution.

During the negotiation process the Department reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiating sessions with any or all responsive vendors.

2. Require any or all responsive vendors to provide additional revised or final written replies addressing specified topics.
3. Require any or all responsive vendors to provide a written Best and Final Offer (BAFO).
4. Require any or all responsive vendors to address services, prices, or conditions offered by any other vendor.
5. Pursue a contract with one or more responsive vendors for the services encompassed by this solicitation, any addenda thereto, and any request for additional revised or final written replies or request for best and final offers.
6. Pursue the division of contracts between responsive vendors by type of service or geographic area, or both.
7. Arrive at an agreement with any responsive vendor, finalize principal contract terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendors.
8. Decline to conduct further negotiations with any vendor
9. Reopen negotiations with any vendor
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation
11. Review and rely on relevant information contained in the replies received from vendors
12. Review and rely on relevant portions of the evaluations conducted
13. Reject any and all replies if the Department determines such action is in the best interest of the State
14. Negotiate concurrently or separately with competing Vendors
15. Accept portions of a competing Vendor's reply and merge such portions into one project, including contracting with the entities offering such portions
16. Waive minor irregularities in replies
17. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the negotiation team

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive vendor or vendors affected and whether to provide concurrent public notice of such decision.

Before award, the Department reserves the right to seek clarifications, to request reply revisions, and to request any information deemed necessary for proper evaluation of replies. Vendors that proceed to negotiations will be required to make a presentation / demonstration, and may be required to provide additional references, an opportunity for a site visit, etc. The Department reserves the right to require attendance by particular representatives of the Vendor. Any written summary of presentations or demonstrations provided by the Vendor shall include a list of persons attending on behalf of the Vendor, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Vendor's reply. Failure to provide requested information may result in rejection of the reply.

As part of the negotiation process, the Department will check references as described in Section 3.11 Tab B and to assess the extent of success of the projects associated with those references. The Department also reserves the right to contact references not

provided by the Vendor. Vendors may be requested to provide additional references. The results of the reference checking may influence the final negotiation and selection of the Vendor.

The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the "Selection Criteria" and satisfies the Department's primary goals as identified in this ITN. The Selection Criteria includes, but is not limited to the following.

**Selection Criteria:**

1. The Respondent's articulation of its approach to provide the services.
2. The innovativeness of Respondent's approach to provide the services.
3. Respondent's articulation of its solution and the ability of the solution to meet the requirements of this ITN and provide additional innovations.
4. Respondent's demonstrated ability to effectively provide the services.
5. Respondent's experience in providing the services being procured and the skills of proposed staff relative to the proposed approach and offering.
6. Respondent's technical reply and cost proposals as they relate to satisfying the primary goals of the health care services identified herein.

The negotiation process will also include negotiation of the terms and conditions of the contract, in accordance with Sections 287.057 and 287.058, F.S., as applicable to the services being procured pursuant to this ITN.

By submitting a Reply a Vendor agrees to be bound to the terms of the General and Special Contract Conditions. Vendors should assume these terms will apply during the prospective contract term, but the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

**C. Final Selection and Notice of Intent to Award**

At the conclusion of negotiations, the Department will issue a written request for best and final offer(s) to one or more of the Vendors with which the negotiation team has conducted negotiations. At a minimum, based upon the negotiation process, the best and final offers must contain:

1. A revised Statement of Work;
2. All negotiated terms and conditions to be included in final contract; and
3. A final Cost Proposal.

The best and final offer(s) will be returned to the negotiation team for review. Thereafter the Negotiation Team will meet in a public meeting to determine which offer constitutes the best value to the state based upon the Selection Criteria. Thereafter, the Department's negotiation team will develop a recommendation that identifies the award that will provide the best value to the State based on the above Selection Criteria. In so doing, the Negotiation Team is not required to score the vendors, but will base its recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into negotiations and the Negotiation Team will not be bound by those scores. The Procurement Officer will prepare a report to the Secretary or designee regarding the recommendation of the Negotiation Team.

It is the intent of the Department to contract with either one Statewide Vendor or up to two Vendors, one for the North area and one for the South area, to provide services. This does not preclude use of subcontractors.

The Department does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it is in the best interest of the State.

The Secretary or designee will approve an award that will provide the best value to the State, based on the Selection Criteria, taking into consideration the recommended award by the Negotiation Team as reflected in the report of the Procurement Officer. In so doing, the Secretary or designee is not required to score the vendors, but will base their decision on the Selection Criteria set forth above.

#### **4.12 Reply Opening**

Replies will be publicly opened at the time and date specified in the Timeline. The opening of replies will take place at the Department of Corrections, Bureau of Support Services, 501 S. Calhoun Street, Tallahassee, Florida. The name of all Vendors submitting replies shall be made available to interested parties upon written request to the Procurement Officer listed in Section 4.1.

#### **4.13 Costs of Preparing Reply**

The Department is not liable for any costs incurred by a Vendor in responding to this ITN, including those for oral presentations, if applicable.

#### **4.14 Disposal of Replies**

All Replies become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the Reply will not affect this right. Should the Department reject all Replies and issue a re-bid, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071(b), F.S.

#### **4.15 Right to Withdraw Invitation to Negotiate**

The Department reserves the right to withdraw this ITN at any time and by doing so assumes no liability to any Vendor.

#### **4.16 Right to Reject Reply Submissions and Waiver of Minor Irregularities**

The Department reserves the right to reject any and all Statement of Qualifications and/or Technical Reply/Service Delivery Narrative or to waive minor irregularities when doing so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Invitation to Negotiate terms and conditions which does not affect the price proposed, or give the Vendor an advantage or benefit not enjoyed by other Vendors, or does not adversely impact the interests of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so whatsoever.

#### 4.17 Mandatory Site Visits and Pre-Bid Conferences

All interested Vendors, before submitting their replies, must visit the following sites in the area (statewide, Northern or Southern) for which they intend to reply, and become familiar with conditions that may, in any manner, affect the work to be done. **Attendance at the site visits is mandatory.** The Department has set specific dates for the site visits and will not allow visits for individual Vendors or visits at any other time. Interested parties must contact Michael Harrell at [Harrell.Michael@mail.dc.state.fl.us](mailto:Harrell.Michael@mail.dc.state.fl.us) at least five (5) business days prior to the site visit listed in the Timeline and furnish them with the following information on all attendees, including the attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number. **Participation in the Site Visits will be limited to two representatives per organization, per site visit location. These do not have to be the same representatives for all institutions.**

Site visits shall occur according to the following schedule and interested parties shall meet at the main gate for admittance to the facility. The institutions listed below are a representative sample of the various types of facilities the Department currently operates. All Department security procedures shall apply. Each site visit will also include a brief pre-solicitation meeting and afford Vendors the opportunity to ask questions.

Institution	Address	Date	Time
<b>Santa Rosa CI</b>	5850 East Milton Road Milton, Florida 32583-7914	<b>January 13, 2016</b>	9:00 a.m. (Central Time)
<b>Jefferson CI</b>	1050 Big Joe Road Monticello, Florida 32344	<b>January 14, 2016</b>	2:00 p.m. (Eastern Time)
<b>Reception and Medical Center (RMC)</b>	7765 South County Road 231 Lake Butler, Florida 32054	<b>January 21, 2016</b>	2:00 p.m. (Eastern Time)
<b>Union CI</b>	7819 N.W. 228th Street Raiford, Florida 32026	<b>February 9, 2016</b>	2:00 p.m. (Eastern Time)
<b>Lowell CI</b>	11120 NW Gainesville Rd Ocala, Florida 34482	<b>February 10, 2016</b>	9:00 a.m. (Eastern Time)
<b>Florida Women's Reception Center (FWRC)</b>	3700 NW 111th Place Ocala, Florida 34482-1479	<b>February 10, 2016</b>	2:00 p.m. (Eastern Time)
<b>Everglades CI</b>	1599 S.W. 187th Avenue Miami, Florida 33194	<b>February 17, 2016</b>	9:00 a.m. (Eastern Time)

Institution	Address	Date	Time
<b>South Florida Reception Center (SFRC)</b>	14000 NW 41st Street Doral, Florida 33178-3003	<b>February 17, 2016</b>	2:00 p.m. (Eastern Time)

Persons present as attendees must be the same individuals for whom information was provided and must be approved by Department/Institution staff at each site. For security reasons, admittance of any Vendors not previously approved is at the sole discretion of the Institution and Vendors who did not seek prior approval may be denied access. Attendees must present photo identification at the site.

The site visits are an opportunity to tour each institution and are vital to understanding the desired services sought by the Department. The Department will accept verbal questions during the site visits and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; **however, parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing in accordance with Section 4.3.** This written response will be provided to all prospective Vendors as an addendum to the ITN and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.**

#### 4.18 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Vendors are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

#### 4.19 Cost/Price Discussions

Any discussion by a Vendor with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said Vendor's Reply.

#### 4.20 No Prior Involvement and Conflicts of Interest

Section 287.057(17)(c), F.S., provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Vendor who responds to a request for information from being eligible to contract with an agency."

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase, influencing the content of any



specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on the Certification/Attestation Form, Attachment X.

The Vendor(s) shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor(s). 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 Vendor(s) 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 ITN.

#### **4.21 State Licensing Requirements**

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

#### **4.22 MyFloridaMarketPlace (MFMP) Vendor Registration**

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace Vendor Information Portal (VIP) system, unless exempted under Rule 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any vendor not registered in the MyFloridaMarketPlace VIP system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace VIP system shall do so within 5 days of award.

Registration may be completed at: <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MyFloridaMarketPlace Customer Service Desk at 866-352-3776 or [vendorhelp@myfloridamarketplace.com](mailto:vendorhelp@myfloridamarketplace.com).

#### **4.23 Unauthorized Employment of Alien Workers**

The Department does not intend to award publicly funded Contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

#### **4.24 Confidential, Proprietary, or Trade Secret Material**

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor(s) considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Vendor(s) must also

simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Vendor(s) on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Vendor(s) submits its response to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor(s) shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Vendor(s) shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor(s) fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Vendor(s) in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

#### **4.25 Vendor Substitute W-9**

The State of Florida Department of Financial Services (DFS) requires all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Answers to frequently asked questions related to this requirement are found at: <https://flvendor.myfloridacfo.com>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or [FLW9@myfloridaacfo.com](mailto:FLW9@myfloridaacfo.com).

#### **4.26 Scrutinized Vendors**

In accordance with Section 287.135, F.S., agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated quarterly. This list is created pursuant to Section 215.473, F.S., which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

#### **4.27 Disclosure of Reply Submittal Contents**

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Vendor or its agents. All replies shall become the property of the Department and shall not be returned to the Vendor. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a Reply shall not affect this right.

## **4.28 Posting of Notice of Agency Decision**

In regard to any competitive solicitation, the Department shall post a public notice of agency action when the Department has made a decision including, but not limited to, a decision to award a contract, reject all bids or Replies, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (follow link provided in the Timeline).

## **SECTION 5 – CONTRACT TERMS AND CONDITIONS**

### **5.1 General Contract Conditions**

The PUR 1000 is incorporated by reference and may be viewed at the following link:  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)

### **5.2 Travel Expenses**

The Department shall not be responsible for the payments of any travel expenses incurred by the Vendor(s) resulting from this RFP.

### **5.3 Transaction Fee**

All payments made under the Contract will be assessed a transaction fee as provided in Section 14 of the PUR 1000. Please review this section for more information regarding the Transaction Fee.

### **5.4 E-Verify**

In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”

### **5.5 State Initiatives**

#### **5.5.1 Diversity in Clothing**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program

connects minority, women, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

To this end, it is vital that small, minority, women, and service-disabled veteran business enterprises participate in the state's procurement process as both vendors and subcontractors in this solicitation.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at [http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/)

Diversity in Contracting documentation shall be submitted to the Contract Administrator and should identify any participation by diverse vendors and suppliers as prime vendors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly, and include the period covered, the name, minority code and Federal Employer Identification Number (FEIN) of each minority/service-disabled veteran vendor utilized during the period, commodities, and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of the contract resulting from this ITN.

### **5.5.2 Environmental Considerations**

The State supports, and encourages initiatives to protect and preserve our environment. If applicable, the Vendor(s) shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 403.7065, F.S. The Vendor(s) shall also provide a plan, if applicable, for reducing, and or handling of any hazardous waste generated by Vendor's company, in accordance with Rule 62-730.160, F.A.C.

It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of vendor's explanation of its company's hazardous waste plan, and shall explain in detail its handling and disposal of this waste.

## **5.6 Subcontracts**

The Vendor(s) may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this RFP. Anticipated subcontract agreements known at the time of bid submission, and the amount of the subcontract must be identified in the bid. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Vendor(s) enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor(s) of any responsibility for the

performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Vendor(s).

If a subcontractor is utilized by the Vendor(s), the Vendor(s) 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, F.S. 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 Vendor(s) shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Vendor(s) to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Vendor(s) to the subcontractor in the amount of one-half ( $\frac{1}{2}$ ) 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.

## **5.7 Insurance**

The Vendor(s) shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Vendor and the Department under any Contract resulting from this RFP. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the Vendor's insurance related to the Contract. Upon the execution of any Contract resulting from this RFP, the Vendor shall furnish the Contract Manager with written verification of 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 Vendor(s) is a state agency or subdivision as defined in Section 768.28, F.S., the Vendor(s) shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

## **5.8 Copyrights, Right to Data, Patents and Royalties**

Where activities 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, F.S., no person, firm or corporation, including parties to the resulting 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 Vendor(s). All computer programs, and other documentation produced as part of the resulting contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Vendor(s) without express written permission of the Department.

The Vendor(s), without exception, shall indemnify, and save harmless the Department and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor(s). The Vendor(s) 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 Vendor(s) 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 Vendor(s) full opportunity to defend the action, and control the defense of such claim.

Further, if such a claim is made or is pending, the Vendor(s) 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 Vendor(s) upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Vendor(s) uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed, and understood without exception that the resulting 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.

## **5.9 Independent Contractor Status**

The Vendor(s) shall be considered an independent Contractor in the performance of its duties, and responsibilities. The Department shall neither have nor exercise any control or direction over the methods by which the Vendor(s) shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

## **5.10 Assignment**

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

## **5.11 Force Majeure**

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

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

#### **5.12 Severability**

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

#### **5.13 Use of Funds for Lobbying Prohibited**

The Vendor(s) agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial Branch, or a state agency.

#### **5.14 Reservation of Rights**

The Department reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is 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 served by the Department, either directly or indirectly, through these services.

#### **5.15 Taxes**

The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by vendors who use the tangible personal property in the performance of contracts for the improvement of state owned real property, as defined in Chapter 192, F.S.

#### **5.16 Safety Standards**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standards thereunder.

#### **5.17 Americans with Disabilities Act**

The Vendor(s) shall comply with the Americans with Disabilities Act (ADA). In the event of the Vendor's noncompliance with the nondiscrimination clauses, the ADA, or with any other such rules, regulations, or orders, the contract resulting from this RFP may be canceled, terminated, or suspended in whole or in part and the Vendor(s) may be declared ineligible for further contracts.

#### **5.18 Employment of Department Personnel**

The Vendor(s) shall not knowingly engage, employ or utilize, on a full-time, part-time, or other basis during the period of any contract resulting from this RFP, any current or former employee of the Department where such employment conflicts with Section 112.3185, F.S.

#### **5.19 Legal Requirements**

Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims, and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

#### **5.20 Conflict of Law and Controlling Provisions**

Any contract resulting from this RFP, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

#### **5.21 Prison Rape Elimination Act (PREA)**

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

#### **5.22 Contract Modifications**

Unless otherwise stated in the resulting contract, modifications shall be valid only through execution of a formal contract amendment.

#### **5.23 Contract Monitoring**

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;
- 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., American Correctional Association, Correctional Medical Authority, Health care, Department of Health, etc.).



A Contract Monitoring tool will be developed and administered by the Department, in accordance with the requirements in this Contract. The monitoring tool will be utilized in review of the Contractor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

To ensure the Contract Monitoring process is conducted in the most efficient manner, 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 the Contract resulting from this ITN and forward the original to the Contract Manager.

The Department's Contract Monitor or designee will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. 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 written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed thirty (30) days from the date of receipt of the monitoring report by the Contractor. 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 such written rejection to submit a revised CAP; this will **not** increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified or the Department will impose financial consequences, as appropriate. The Contract Manager, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

#### **5.24 Rights to Examine, Audit and Administer Resources**

The Vendor will permit online and onsite visits by Department's authorized employees, officers, inspectors and agents during an administrative or criminal investigation. The process can begin with either declaration of a computer security incident (CSIRT) from the Department's CIO or Information Security Officer or directly from the Department's Inspector General.

The Vendor will make available any and all operating system computer logs generated by the mainframe, servers, routers and switches as requested. If requested the Vendor will provide the Department with administrative level on-line access to the server console interfaces and logs.

Right to Audit: The Vendor will permit and facilitate both physical and virtual access to the mainframe, servers, intrusion prevention system, firewalls, routers and switches by the Department's authorized audit staff or representatives. Such access may include both internal and external security scans of those resources.

In certain criminal investigations it may be necessary for the Department to seize control of the mainframe or servers for the purpose of evidentiary control, pursuant to Sections 20.055 and 944.31, F.S.

## **5.25 Financial Consequences**

By executing any Contract that results from this ITN, the Vendor expressly agrees to the imposition of financial consequences, in addition to all other remedies available to the Department by law.

The Department's Contract Manager will provide written notice to the Vendor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within ten (10) days of receipt of a written notice of the assessment of financial consequences, the Vendor shall forward payment to the Contract Manager. Payment shall be for the appropriate amount, be made payable to the Department. As an alternative, the Vendor may issue a credit, for the amount of the financial consequences due, on the next monthly invoice following imposition of damages; documentation of the amount of consequences imposed shall be included with the invoice.

## **5.23 Contract Expiration (Responsibilities of Vendor)**

At termination of the Contract resulting from this procurement, regardless of the reason for termination, the Vendor will return all electronic health record data owned by the State in a standard electronic format of the State's choosing. This shall be done no later than 30 days after termination of the Contract. Once all electronic health record data has been returned and accepted by the State, the Vendor shall erase, destroy, and render unrecoverable all State-owned electronic health record data and certify in writing that these actions have been completed and that destruction has been performed according to National Institute of Standards, Special Publication 800-88, "Guidelines for Media Sanitization" (2006). This shall be done within 14 days of acceptance of the data by the State.

## **5.24 Default**

Failure to adhere to contract terms and conditions may be handled in accordance with Rule 60A-1.006, F.A.C. The Department may take any other actions deemed necessary and appropriate to make the State whole in the event of such default.

## **5.25 Termination**

### **5.25.1 Termination at Will**

Any Contract resulting from this ITN may be terminated by the Department upon no less than thirty (30) calendar days' notice and by the Vendor upon no less than one-hundred and eighty (180) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

### **5.25.2 Termination Due to Lack of Funds**

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

### **5.25.3 Termination for Cause**

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

### **5.25.4 Termination for Unauthorized Employment**

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

## **5.26 Retention of Records**

The Vendor(s) agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this solicitation for a period of seven (7) years. The Vendor(s) shall maintain complete and accurate record-keeping, and documentation as required by the Department and the terms of the Contract resulting from this solicitation. All invoices and documentation must be clear, and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than forty-eight (48) hours upon request if stored at a different site location than the address listed on the Acknowledgement Form. 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 Vendor(s) 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 Vendor(s) shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor(s) shall advise the Department of the location of all records pertaining to the Contract resulting from this solicitation, and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

## **5.27 Indemnification**

The Vendor(s) 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 Vendor(s), 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.

### **5.28 Inspector General**

In accordance with Section 20.055(5), F.S., the Vendor(s), and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

### **5.29 Cooperative Purchasing**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Vendor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

### **5.30 Performance Guarantee**

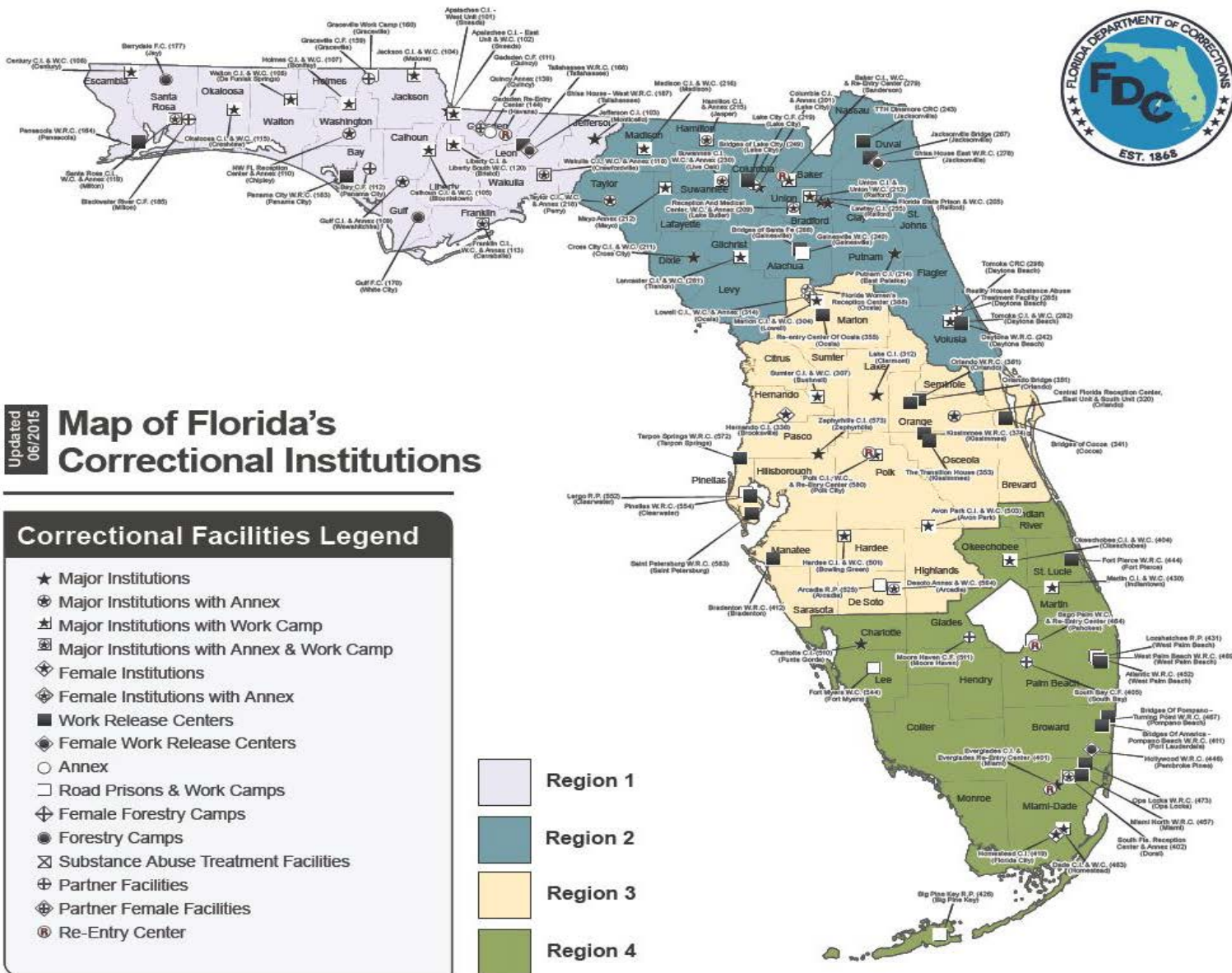
The Vendor shall furnish the Department with a Performance Guarantee in the amount of two million dollars (\$2,000,000.00), on an annual basis, for a time frame equal to the term of the Contract.

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 which may result from this ITN. No payments shall be made to the Vendor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Vendor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

Based upon Vendor 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.

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# ATTACHMENT I- MAP OF REGIONS AND CORRESPONDING FACILITIES



**ATTACHMENT II-ALL INSTITUTIONS AND SATELLITE FACILITIES**

<b>Region</b>	<b>Facility Name</b>	<b>Address</b>
1	APALACHEE C.I.-EAST UNIT	<b>Physical:</b> 35 APALACHEE DRIVE SNEADS, FL 32460-0000
1	APALACHEE WEST UNIT	<b>Physical:</b> 52 WEST UNIT DRIVE SNEADS, FL 32460-0000
1	BERRYDALE FORESTRY CAMP	<b>Physical:</b> 6920 HWY 4 JAY, FL 32565-0000
1	CALHOUN C.I.	<b>Physical:</b> 19562 SE INSTITUTION DRIVE BLOUNTSTOWN, FL 32424-9700
1	CALHOUN WORK CAMP	<b>Physical:</b> 19564 INST. DRIVE BLOUNTSTOWN, FL 32424-0000
1	CENTURY C.I.	<b>Physical:</b> 400 TEDDER ROAD CENTURY, FL 32535-0000
1	CENTURY WORK CAMP	<b>Physical:</b> 400 TEDDER ROAD CENTURY, FL 32535-0000
1	FRANKLIN C.I.	<b>Physical:</b> 1760 HIGHWAY 67N CARRABELLE, FL 32322-0000
1	FRANKLIN WORK CAMP	<b>Physical:</b> 1760 HWY 67 NORTH CARABELLE, FL 32322-0000
1	GADSDEN RE-ENTRY CENTER	<b>Physical:</b> 540 OPPORTUNITY LANE HAVANA, FL 32357-0000
1	GULF C.I.	<b>Physical:</b> STEELE ROAD WEWAHITCHKA, FL 32465-0010

1	GULF ANNEX	<b>Physical:</b> 500 IKE STEEL ROAD WEWAHITCHKA, FL 32465-0010
1	GULF FORESTRY CAMP	<b>Physical:</b> 3222 DOC WHITFIELD RD. WHITE CITY, FL 32465-0000
1	HOLMES C.I.	<b>Physical:</b> 3142 THOMAS DRIVE BONIFAY, FL 32425-4238
1	HOLMES WORK CAMP	<b>Physical:</b> 3182 THOMAS DRIVE BONIFAY, FL 32425-4238
1	JACKSON C.I.	<b>Physical:</b> 5563 10TH STREET MALONE, FL 32445-3144
1	JACKSON WORK CAMP	<b>Physical:</b> 5607 10TH STREET MALONE, FL 32445-9998
1	JEFFERSON C.I.	<b>Physical:</b> 1050 BIG JOE ROAD MONTICELLO, FL 32344-9745
1	LIBERTY C.I.	<b>Physical:</b> LIBERTY COUNTY RD. 1641 BRISTOL, FL 32321-9711
1	LIBERTY SOUTH UNIT	<b>Physical:</b> LIBERTY COUNTY RD. 1641 BRISTOL, FL 32321-9711
1	NORTH WEST FLORIDA RECEPTION CENTER (NWFRC)- MAIN UNIT	<b>Physical:</b> STATE ROAD 279 (4455 SAM MITCHELL ROAD) CHIPLEY, FL 32428-3597
1	NWFRC ANNEX	<b>Physical:</b> STATE ROAD 279 (4455 SAM MITCHELL ROAD) CHIPLEY, FL 32428-3597
1	OKALOOSA C.I.	<b>Physical:</b> 3189 COLONEL GREG MALLOY ROAD CRESTVIEW, FL 32539-0000

1	OKALOOSA WORK CAMP	<b>Physical:</b> 3189 COLONEL GREG MALLOY ROAD CRESTVIEW, FL 32539-6708
1	PANAMA CITY COMMUNITY RELEASE CENTER (C.R.C.)	<b>Physical:</b> 3609 HIGHWAY 390 PANAMA CITY, FL 32405-0000
1	PENSACOLA C.R.C.	<b>Physical:</b> 3050 N "L" STREET PENSACOLA, FL 32501-0000
1	QUINCY ANNEX	<b>Physical:</b> HWY. 267 SOUTH (2225 PAT THOMAS PARKWAY) QUINCY, FL 32351-0000
1	SANTA ROSA C.I.	<b>Physical:</b> 5850 E. MILTON ROAD MILTON, FL 32583-0000
1	SANTA ROSA ANNEX	<b>Physical:</b> 5850 E. MILTON ROAD MILTON, FL 32583-0000
1	SANTA ROSA WORK CAMP	<b>Physical:</b> 5850 E. MILTON ROAD MILTON, FL 32583-0000
1	TALLAHASSEE C.R.C	<b>Physical:</b> 2616A SPRINGHILL ROAD TALLAHASSEE, FL 32310-0000
1	WAKULLA C.I.	<b>Physical:</b> 110 MELALEUCA DR. CRAWFORDVILLE, FL 32327-0000
1	WAKULLA ANNEX	<b>Physical:</b> 110 MELALEUCA DR. CRAWFORDVILLE, FL 32327-0000
1	WAKULLA WORK CAMP	<b>Physical:</b> 110 MELALEUCA DR. CRAWFORDVILLE, FL 32327-0000
1	WALTON C.I.	<b>Physical:</b> 691 INSTITUTION ROAD DEFUNIAK SPRINGS, FL 32433-0000



1	WALTON WORK CAMP	<b>Physical:</b> 301 INSTITUTION ROAD DEFUNIAK SPRINGS, FL 32433-0000
2	TAYLOR C.I.	<b>Physical:</b> 8501 HAMPTON SPRINGS ROAD PERRY, FL 32348-0000
2	TAYLOR ANNEX	<b>Physical:</b> 8501 HAMPTON SPRINGS ROAD PERRY, FL 32348-0000
2	TAYLOR WORK CAMP	<b>Physical:</b> 8501 HAMPTON SPRINGS ROAD PERRY, FL 32348-0000
2	BAKER C.I.	<b>Physical:</b> 20706 US HWY 90 WEST SANDERSON, FL 32087-0000
2	BAKER RE-ENTRY CENTER	<b>Physical:</b> 20706 U.S. Highway 90 West SANDERSON, FL 32087-2359
2	BAKER WORK CAMP	<b>Physical:</b> 20706 US HWY 90 WEST SANDERSON, FL 32087-0000
2	COLUMBIA C.I.	<b>Physical:</b> 216 S.E. CORRECTIONS WAY LAKE CITY, FL 32025-0000
2	COLUMBIA ANNEX	<b>Physical:</b> 216 S.E. CORRECTIONS WAY LAKE CITY, FL 32025-0000
2	CROSS CITY C.I.	<b>Physical:</b> 568 N.E. 255TH STREET CROSS CITY, FL 32628-0000
2	CROSS CITY EAST UNIT	<b>Physical:</b> 568 N.E. 255TH STREET CROSS CITY, FL 32628-0000
2	CROSS CITY WORK CAMP	<b>Physical:</b> 568 N.E. 255TH STREET CROSS CITY, FL 32628-0000
2	FLORIDA STATE PRISON (FSP)	<b>Physical:</b> 7819 NW 228 STREET RAIFORD, FL 32026-0000
2	FSP WEST UNIT	<b>Physical:</b> 7819 NW 228 STREET RAIFORD, FL 32026-0000

2	GAINESVILLE WORK CAMP	<b>Physical:</b> 1000 NE 55TH BLVD. GAINESVILLE, FL 32609-0000
2	HAMILTON C.I.	<b>Physical:</b> 10650 SW 46TH ST JASPER, FL 32052-0000
2	HAMILTON ANNEX	<b>Physical:</b> 10650 SW 46TH ST JASPER, FL 32052-0000
2	LANCASTER C.I.	<b>Physical:</b> 3449 SW SR 26 TRENTON, FL 32693-0000
2	LANCASTER WORK CAMP	<b>Physical:</b> 3449 SW SR 26 TRENTON, FL 32693-0000
2	LAWTEY C.I.	<b>Physical:</b> 22298 NE CR 200-B, LAWTEY RAIFORD, FL 32026-0000
2	MADISON C.I.	<b>Physical:</b> 382 SW MCI WAY MADISON, FL 32340-2695
2	MADISON WORK CAMP	<b>Physical:</b> 382 SW MCI WAY MADISON, FLORIDA, FL 32340-0000
2	MAYO C.I. ANNEX	<b>Physical:</b> 8784 US 27 WEST MAYO, FL 32066-0000
2	MAYO WORK CAMP	<b>Physical:</b> 8784 US 27 WEST MAYO, FL 32066-0000
2	PUTNAM C.I.	<b>Physical:</b> 128 YELVINGTON ROAD EAST PALATKA, FL 32131-0000
2	RECEPTION AND MEDICAL CENTER (RMC)	<b>Physical:</b> 7765 S COUNTY RD 231 LAKE BUTLER, FL 32054-0000
2	RE-ENTRY CENTER OF OCALA	<b>Physical:</b> 2006 N.E. 8TH ROAD OCALA, FL 34470-0000
2	SUWANNEE C.I	<b>Physical:</b> 5964 U.S. HIGHWAY 90 LIVE OAK, FL 32060-0000
2	SUWANNEE ANNEX	<b>Physical:</b> 5964 U.S. HIGHWAY 90 LIVE OAK, FL 32060-0000

2	SUWANNEE WORK CAMP	<b>Physical:</b> 5964 U.S. HIGHWAY 90 LIVE OAK, FL 32060-0000
2	TOMOKA C.I.	<b>Physical:</b> 3950 TIGER BAY ROAD DAYTONA BEACH, FL 32124-0000
2	TOMOKA WORK CAMP	<b>Physical:</b> 3950 TIGER BAY ROAD DAYTONA BEACH, FL 32124-0000
2	TOMOKA CRC-285	<b>Physical:</b> 1200 RED JOHN ROAD DAYTONA BEACH, FL 32124-0000
2	TOMOKA CRC-290	<b>Physical:</b> 3601 U.S. HIGHWAY 92 DAYTONA BEACH, FL 32124-0000
2	TOMOKA CRC-298	<b>Physical:</b> 1341 INDIAN LAKE ROAD DAYTONA BEACH, FL 32124-0000
2	UNION C.I.	<b>Physical:</b> HWY 16 NW OF STARKE (7819 NW 228TH STREET ) RAIFORD, FL 32026-4000
2	UNION WORK CAMP	<b>Physical:</b> HWY 16 NW OF STARKE (7819 NW 228TH STREET ) RAIFORD, FL 32026-4000
3	MARION C.I.	<b>Physical:</b> 3269 NW 105TH. STREET LOWELL, FL 32663-0158
3	MARION WORK CAMP	<b>Physical:</b> 3269 NW 105TH. STREET LOWELL, FL 32663-0158
3	FLORIDA WOMEN'S RECEPTION CENTER	<b>Physical:</b> 3700 NW 111TH PLACE OCALA, FL 34482-0000
3	LOWELL C.I.	<b>Physical:</b> 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479
3	LOWELL ANNEX	<b>Physical:</b> 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479
3	LOWELL WORK CAMP	<b>Physical:</b> 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479

3	ARCADIA ROAD PRISON	<b>Physical:</b> 2961 NW COUNTY ROAD #661 ARCADIA, FL 34266-0000
3	AVON PARK C.I.	<b>Physical:</b> 8100 HIGHWAY 64 EAST AVON PARK, FL 33825-0000
3	AVON PARK WORK CAMP	<b>Physical:</b> 8100 HIGHWAY 64 EAST AVON PARK, FL 33825-0000
3	CENTRAL FLORIDA RECEPTION CENTER (CFRC)	<b>Physical:</b> 7000 H.C. KELLEY RD. ORLANDO, FL 32831-2518
3	CFRC-EAST	<b>Physical:</b> 7000 H.C. KELLEY RD. ORLANDO, FL 32831-2518
3	CFRC-SOUTH	<b>Physical:</b> 7000 H.C. KELLEY RD. ORLANDO, FL 32831-2518
3	DESOTO ANNEX	<b>Physical:</b> 13617 SE HWY 70 ARCADIA, FL 34266-0000
3	DESOTO WORK CAMP	<b>Physical:</b> 13617 SE HIGHWAY 70 ARCADIA, FL, FL 34266-0000
3	HARDEE C.I.	<b>Physical:</b> 6901 STATE ROAD 62 BOWLING GREEN, FL 33834-9810
3	HARDEE WORK CAMP	<b>Physical:</b> 6899 S.R. 62 BOWLING GREEN, FL 33834-9810
3	HERNANDO C.I.	<b>Physical:</b> 16415 SPRING HILL DRIVE BROOKSVILLE, FL 34604-8167
3	KISSIMMEE C.R.C.	<b>Physical:</b> 2925 MICHIGAN AVENUE KISSIMMEE, FL 34744-0000
3	LAKE C.I.	<b>Physical:</b> 19225 U. S. HWY 27 CLERMONT, FL 34715-9025
3	LARGO ROAD PRISON	<b>Physical:</b> 5201 ULMERTON ROAD CLEARWATER, FL 33760-4091
3	ORLANDO C.R.C.	<b>Physical:</b> 7300 LAUREL HILL ROAD ORLANDO, FL 32818-0000

3	PINELLAS C.R.C.	<b>Physical:</b> 5205 ULMERTON ROAD CLEARWATER, FL 33760-0000
3	POLK C.I.	<b>Physical:</b> 10800 EVANS ROAD POLK CITY, FL 33868-6925
3	POLK WORK CAMP	<b>Physical:</b> 10800 EVANS ROAD POLK CITY, FL 33868-6925
3	ST. PETE C.R.C.	<b>Physical:</b> 4237 8TH AVE. SOUTH ST. PETERSBURG, FL 33711-2000
3	SUMTER C.I.	<b>Physical:</b> 9544 COUNTY ROAD 476B BUSHNELL, FL 33513-0000
3	SUMTER ANNEX	<b>Physical:</b> 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000
3	SUMTER B.T.U.	<b>Physical:</b> 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000
3	SUMTER WORK CAMP	<b>Physical:</b> 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000
3	SUNCOAST C.R.C. (FEM)	<b>Physical:</b> 10596 GANDY BOULEVARD ST. PETERSBURG, FL 33702-0000
3	ZEPHYRHILLS C.I.	<b>Physical:</b> 2739 GALL BOULEVARD ZEPHYRHILLS, FL 33541-9701
4	ATLANTIC C.R.C.	<b>Physical:</b> 263 FAIRGROUNDS ROAD WEST PALM BEACH, FL 33411-0000
4	CHARLOTTE C.I.	<b>Physical:</b> 33123 OIL WELL RD. PUNTA GORDA, FL 33955-0000
4	DADE C.I.	<b>Physical:</b> 19000 SW 377TH STREET FLORIDA CITY, FL 33034-0000
4	EVERGLADES C.I.	<b>Physical:</b> 1599 S.W. 187TH AVENUE MIAMI, FL 33194-0000
4	EVERGLADES RE-ENTRY CENTER	<b>Physical:</b> 1601 SW 187TH AVENUE MIAMI, FL 33194-0000

4	FORT PIERCE C.R.C.	<b>Physical:</b> 1203 BELL AVENUE FORT PIERCE, FL 34982-6599
4	FT. MYERS WORK CAMP	<b>Physical:</b> 2575 ORTIZ AVE. FT. MYERS, FL 33905-1107
4	HOLLYWOOD C.R.C.	<b>Physical:</b> 8501 W. CYPRESS DRIVE PEMBROKE PINES, FL 33025-0000
4	HOMESTEAD C.I.	<b>Physical:</b> 19000 S.W. 377 STREET FLORIDA CITY, FL 33034-6409
4	LOXAHATCHEE R.P.	<b>Physical:</b> 230 SUNSHINE ROAD WEST PALM BEACH, FL 33411-0000
4	MARTIN C.I.	<b>Physical:</b> 1150 SW ALLAPATTAH RD INDIANTOWN, FL 34956-0000
4	MARTIN WORK CAMP	<b>Physical:</b> 100 SW ALLAPATTAH RD INDIANTOWN, FL 34956-0000
4	MIAMI NORTH C.R.C.	<b>Physical:</b> 7090 NORTHWEST 41ST STREET MIAMI, FL 33166-0000
4	OKEECHOBEE C.I.	<b>Physical:</b> 3420 NE 168TH STREET OKEECHOBEE, FL 34972-0000
4	OKEECHOBEE WORK CAMP	<b>Physical:</b> 3420 NE 168TH STREET OKEECHOBEE, FL 34972-4824
4	OPA LOCKA C.R.C.	<b>Physical:</b> 5400 NW 135 ST. OPA LOCKA, FL 33054-0000
4	SOUTH FLORIDA RECEPTION CENTER (SFRC)	<b>Physical:</b> 14000 N.W. 41ST STREET DORAL, FL 33178-3003
4	S.F.R.C SOUTH UNIT	<b>Physical:</b> 13910 NW 41ST STREET DORAL, FL 33178-3014
4	SAGO PALM RE-ENTRY CENTER	<b>Physical:</b> 500 BAY BOTTOM ROAD PAHOKEE, FL 33476-0000
4	BIG PINE KEY R.P.	<b>Physical:</b> 450 KEY DEER BOULEVARD BIG PINE KEY, FL 33043-0000

4	W.PALM BEACH C.R.C.	<b>Physical:</b> 461 W. FAIRGROUNDS ROAD WEST PALM BEACH, FL 33411-0000
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**ATTACHMENT III- INSTITUTIONAL CAPACITIES**

<b>Location</b>	<b>Max Capacity</b>	<b>Total Population as of June, 30, 2015</b>
101-APALACHEE WEST UNIT	819	803
102-APALACHEE EAST UNIT	1,322	1,262
103-JEFFERSON C.I.	1,179	1,151
104-JACKSON C.I.	1,346	1,338
105-CALHOUN C.I.	1,354	1,257
106-CENTURY C.I.	1,345	1,287
107-HOLMES C.I.	1,185	1,119
108-WALTON C.I.	1,201	1,074
109-GULF C.I.	1,568	1,539
110-NWFRC MAIN UNIT.	1,303	1,287
113-FRANKLIN C.I.	1,346	1,288
115-OKALOOSA C.I.	894	899
118-WAKULLA C.I.	1,397	1,264
119-SANTA ROSA C.I.	1,614	1,560
120-LIBERTY C.I.	1,330	1,319
122-WAKULLA ANNEX	1,532	1,487
124-FRANKLIN CI WORK CAMP	432	393
125-NWFRC ANNEX.	1,415	1,322
127-SANTA ROSA WORK CAMP	432	319
135-SANTA ROSA ANNEX	1,478	1,396
139-QUINCY ANNEX	408	386
142-LIBERTY SOUTH UNIT	432	417
144-GADSDEN RE-ENTRY CENTER	432	392
150-GULF C.I.- ANNEX	1,398	1,395
160-GRACEVILLE WORK CAMP	288	260
161-OKALOOSA WORK CAMP	280	254
162-HOLMES WORK CAMP	328	310
163-PANAMA CITY C.R.C.	71	70
164-PENSACOLA C.R.C.	84	84
165-CALHOUN WORK CAMP	286	280
166-JACKSON WORK CAMP	285	264
167-CENTURY WORK CAMP	284	274
168-TALLAHASSEE C.R.C	121	114
170-GULF FORESTRY CAMP	293	269
172-WALTON WORK CAMP	288	286
173-WAKULLA WORK CAMP	431	426
177-BERRYDALE FRSTRY CMP	295	137
187-SHISA HOUSE WEST	32	29
201-COLUMBIA C.I.	1,427	1,354



205-FLORIDA STATE PRISON	1,460	1,353
206-FSP WEST UNIT	802	761
208-R.M.C.- WEST UNIT	1,148	943
209-R.M.C.- MAIN UNIT	1,503	1,275
211-CROSS CITY C.I.	1,022	971
213-UNION C.I.	2,172	1,952
214-PUTNAM C.I.	458	453
215-HAMILTON C.I.	1,177	1,151
216-MADISON C.I.	1,189	1,161
218-TAYLOR C.I.	1,301	1,274
221-R.M.C WORK CAMP	432	430
223-MAYO C.I. ANNEX	1,668	1,301
224-TAYLOR ANNEX	1,409	1,392
227-TAYLOR WORK CAMP	432	406
230-SUWANNEE C.I	1,499	1,269
231-SUWANNEE C.I. ANNEX	1,346	1,318
232-SUWANNEE WORK CAMP	432	413
240-GAINESVILLE W.C.	270	251
250-HAMILTON ANNEX	1,408	1,387
251-COLUMBIA ANNEX	1,566	1,522
252-BRIDGES OF LAKE CITY	156	152
255-LAWTEY C.I.	832	757
256-TTH OF DINSMORE	150	145
261-BAKER WORK CAMP	285	278
262-CROSS CITY WORK CAMP	280	280
265-MAYO WORK CAMP	328	318
267-BRIDGES OF JACKSONVI	140	137
268-UNION WORK CAMP	432	393
269-CROSS CITY EAST UNIT	432	370
271-BRIDGES OF SANTA FE	156	144
275-BAKER RE-ENTRY CENTR	432	392
278-SHISA HOUSE EAST	15	15
279-BAKER C.I.	1,165	1,144
280-LANCASTER W.C.	280	183
281-LANCASTER C.I.	592	530
282-TOMOKA C.I.	1,263	1,263
284-TOMOKA WORK CAMP	292	268
285-TOMOKA CRC-285	60	111
289-MADISON WORK CAMP	280	286
290-TOMOKA CRC-290	84	76
298-TOMOKA CRC-298	113	59
299-JACKSONVILLE BRIDGE	140	157
304-MARION C.I.	1,324	1,308
305-SUMTER ANNEX	175	59
307-SUMTER C.I.	1,377	1,207

308-SUMTER B.T.U.	112	36
312-LAKE C.I.	1,093	817
314-LOWELL C.I.	1,176	1,050
316-LOWELL WORK CAMP	394	326
320-CFRC-MAIN	1,659	1,014
321-CFRC-EAST	1,407	815
323-CFRC-SOUTH	150	111
336-HERNANDO C.I.	431	413
345-SUNCOAST C.R.C.(FEM)	165	157
347-BRIDGES OF COCOA	84	80
351-BRIDGES OF ORLANDO	152	147
352-ORLANDO BRIDGE	136	136
353-TTH OF KISSIMMEE	150	150
355-REENTRY CTR OF OCALA	100	100
361-ORLANDO C.R.C.	84	84
364-MARION WORK CAMP	280	279
365-SUMTER WORK CAMP	1,377	275
367-LOWELL ANNEX	1,500	1,419
368-FL.WOMENS RECPN.CTR	1,345	970
374-KISSIMMEE C.R.C.	156	151
381-TTH OF BARTOW	79	73
382-TTH OF TARPON SPRING	84	82
401-EVERGLADES C.I.	1,788	1,463
402-S.F.R.C.	1,315	1,028
403-S.F.R.C SOUTH UNIT	889	636
404-OKEECHOBEE C.I.	1,632	1,603
407-OKEECHOBEE WORK CAMP	444	406
411-BROWARD BRIDGE	172	167
412-BRADENTON BRIDGE	120	118
419-HOMESTEAD C.I.	668	663
420-MARTIN WORK CAMP	264	258
426-BIG PINE KEY R.P.	64	57
430-MARTIN C.I.	1,509	1,474
431-LOXAHATCHEE R.P.	92	89
441-EVERGLADES RE-ENTRY	432	406
444-FORT PIERCE C.R.C.	84	81
446-HOLLYWOOD C.R.C.	156	153
452-ATLANTIC C.R.C.	45	43
457-MIAMI NORTH C.R.C.	186	179
463-DADE C.I.	1,521	1,500
464-SAGO PALM RE-ENTRY C	384	345
467-BRIDGES OF POMPANO	100	93
469-W.PALM BEACH C.R.C.	150	146
473-OPA LOCKA C.R.C.	150	145
501-HARDEE C.I.	1,541	1,535

503-AVON PARK C.I.	956	940
504-AVON PARK WORK CAMP	512	489
510-CHARLOTTE C.I.	1,291	1,281
525-ARCADIA ROAD PRISON	96	94
544-FT. MYERS WORK CAMP	117	115
552-LARGO R.P.	76	74
554-PINELLAS C.R.C.	45	43
560-DESOTO WORK CAMP	288	284
562-POLK WORK CAMP	292	288
563-HARDEE WORK CAMP	1,541	287
564-DESOTO ANNEX	1,453	1,410
573-ZEPHYRHILLS C.I.	758	688
580-POLK C.I.	12,083	1,096
583-ST. PETE C.R.C.	150	139

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**ATTACHMENT IV-PRICE INFORMATION SHEET  
ITN# 15-FDC-110**

For the Price Sheet, Vendors shall provide a single capitation rate per-inmate, per-day (Unit Price). Vendors shall complete the Price Information Sheet as instructed in Section 2.7 of the ITN. Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report.

<b>Institutional Dental Services</b>	<b>Contract Year One</b>	<b>Contract Year Two</b>	<b>Contract Year Three</b>	<b>Contract Year Four</b>	<b>Contract Year Five</b>
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<b>Institutional Dental Services</b>	<b>Renewal Year One</b>	<b>Renewal Year Two</b>	<b>Renewal Year Three</b>	<b>Renewal Year Four</b>	<b>Renewal Year Five</b>
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	\$ _____ -	\$ _____	\$ _____	\$ _____	\$ _____

All calculations will be verified for accuracy by the Office of Administration, Bureau of Support Services staff assigned by the Department.

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
FEIN #

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**ATTACHMENT V – NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION**  
**ITN #15-FDC-110**

In connection with ITN #15-FDC-110, entitled “Comprehensive Health care Services-Institutional Dental Services” the Florida Department of Corrections (“FDC”) is disclosing to you business information, procedures, technical information and/or ideas identified as “Restricted”.

In consideration of any disclosure and any Restricted information provided by FDC concerning ITN 15-FDC-110, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to the ITN) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by DC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in or to any of the Restricted information.
2. If you decide not to proceed with the proposed business relationship or if asked by FDC, you will promptly return all Restricted information and all copies, extracts and other objects or items in which it may be contained or embodied.
3. You will promptly notify FDC of any unauthorized release of Restricted information.
4. You understand that this statement does not obligate FDC to disclose any information or negotiate or enter into any agreement or relationship.
5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to FDC for which damages is not an adequate remedy and that the FDC shall therefore be entitled to equitable relief in addition to all other remedies available at law.
6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.
7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys’ fees and costs.

Information identified as "Restricted" is included in the Resources CD, specified in Section 2.8 of the ITN.

Acknowledged and agreed on \_\_\_\_\_, 2016

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Florida Department of Corrections (DC)**

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

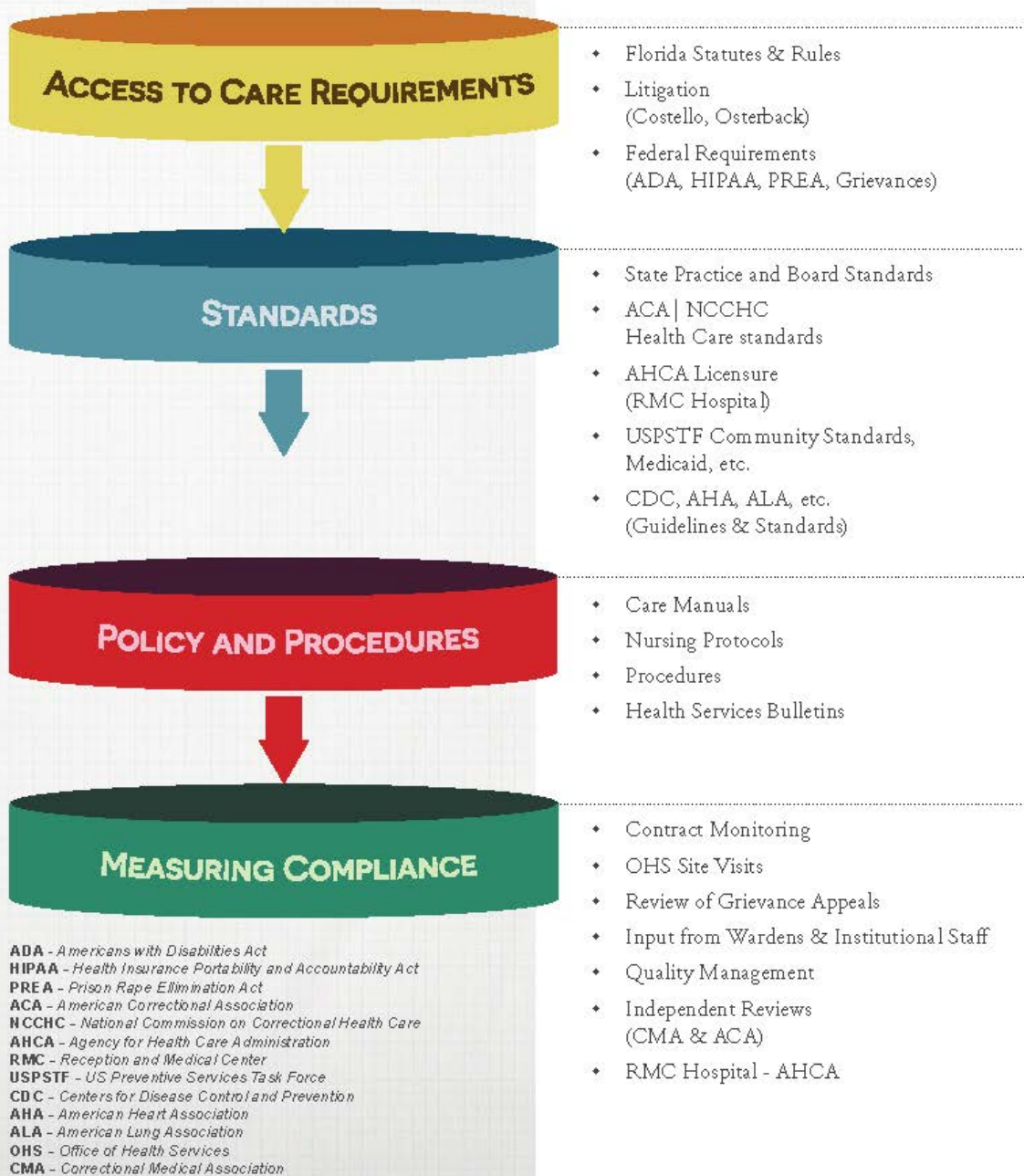
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**ATTACHMENT VI- FDC HEALTHCARE STANDARDS  
ITN #15-FDC-110**



# MEDICAL STANDARDS OF CARE





# MEDICAL STANDARDS OF CARE

## ACCESS TO CARE REQUIREMENTS

- Florida Statutes & Rules
- Litigation (Costello, Osterback)
- Federal Requirements (Americans with Disabilities Act, Health Insurance Portability and Accountability Act, Prison Rape Elimination Act, Grievances)

## STANDARDS

- State Practice and Board Standards
- American Correctional Association | National Commission on Correctional Health Care Health Care standards
- Agency for Health Care Administration Licensure (Reception and Medical Center Hospital)
- US Preventive Services Task Force Community Standards, Medicaid, etc.
- Centers for Disease Control and Prevention, American Heart Association, American Lung Association, etc. (Guidelines & Standards)

## POLICY AND PROCEDURES

- Care Manuals
- Nursing Protocols
- Procedures
- Health Services Bulletins

## MEASURING COMPLIANCE

- Contract Monitoring
- Office of Health Services Site Visits
- Revision of Grievance Appeals
- Input from Wardens & Institutional Staff
- Quality Management
- Independent Reviews (Correctional Medical Associates & American Correctional Association)
- Reception and Medical Center Hospital - Agency for Health Care Administration



**ATTACHMENT VII – PASS/FAIL REQUIREMENT CERTIFICATION  
AND NON-COLLUSION CERTIFICATION  
ITN #15-FDC-110**

**1. Business/Corporate Experience**

This is to certify that the Vendor has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of dental services to an aggregate patient population of a minimum of 5,000 inmate patients at any one time in prison, jail or other comparable health care setting. The Department understands that, due to the size and complexity of the inmate health care program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing health care services in a correctional setting to an inmate population of at least 5,000 inmates.

**2. Prime Vendor**

This is to certify that the Respondent will act as the prime Contractor to the Department for all services provided under the Contract that results from this ITN.

**3. Performance Bond**

This is to certify that the Respondent is able to demonstrate their ability to meet the performance bond requirements. prior to execution of a Contract, the Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$2 million dollars or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).

**4. Reply Bond**

This is to certify that the Respondent will deliver to the Department a Reply bond or check in the amount of \$2 million dollars. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.

**5. Meets Legal Requirements**

This is to certify that the Respondent's proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

**6. MyFloridaMarketPlace Registration and Transaction Fee**

Respondent is registered, or will agree to register, in MFMP before execution of the prospective Contract. SEE PUR 1000, SECTION 14. The 1% transaction applies to this Contract and is detailed in PUR 1000.

**7. Financial Stability**

This is to certify that the Respondent attests to its positive financial standing and that the Respondent's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

**8. Statement of No Inducement:**

This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Reply with regard to this ITN. Furthermore this is to certify that the Reply contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Reply.

**9. Statement of Non-Disclosure:**

This is to certify that neither the price(s) contained in this Reply, nor the approximate amount of this Reply have been disclosed prior to award, directly or indirectly, to any other Vendor or to any competitor.

**10. Statement of Non-Collusion:**

This is to certify that the prices and amounts in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Vendor or with any competitor and not for the purpose of restricting competition.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2016.  
Name \_\_\_\_\_ of \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print \_\_\_\_\_  
Being duly sworn deposes and says that the information herein is true and sufficiently complete  
Subscribed and sworn \_\_\_\_\_ day of \_\_\_\_\_ 2016.  
Personally \_\_\_\_\_ OR Produced \_\_\_\_\_ Type of Identification \_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT VIII – CONTRACTOR’S REFERENCE FORM  
ITN #15-FDC-110**

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

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On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for Respondent’s Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed prior to January 1, 2016. References shall not be given by:

- Persons employed by the Department within the past three (3) years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent’s organization.
- Relatives of any of the above.

The Department will attempt to contact the three (3) references provided by the Respondent to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be three (3).

References should be available for contact during normal business hours, 9:00 a.m. – 5:00 p.m., Eastern Time. The Department will attempt to contact each reference by telephone up to three times. The Department will not correct incorrectly supplied information.

**Additionally, the Department reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.**

**ATTACHMENT IX – SUBCONTRACTING FORM  
ITN# 15-FDC-110**

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the resultant Contract, should the Respondent be awarded. Submission of this form does not indicate the Department’s approval of such subcontractor(s), but provides the Department with information on proposed subcontractors for review.

*Complete a separate sheet for each subcontractor.*

Service: \_\_\_\_\_

Company Name:\_\_\_\_\_

FEIN: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address:

Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE), or Florida Veteran-Owned Business? Yes \_\_\_\_\_ No \_\_\_\_\_

W-9 verification: Yes \_\_\_\_\_ No \_\_\_\_\_

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

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**ATTACHMENT X – RESPONDENT’S CONTACT INFORMATION**  
**ITN #15-FDC-110**

The Respondent shall identify the contact information as described below.

**For solicitation purposes, the Respondent’s contact person shall be:**

**For contractual purposes, should the Respondent be awarded, the contact person shall be:**

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

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**ATTACHMENT XI – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**  
**ITN #15-FDC-110**

Section 287.087, Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a Vendor that certifies it has implemented a drug-free workforce program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**Company Name:** \_\_\_\_\_

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**VENDOR'S SIGNATURE**

(Form revised 11/10/15)

**ATTACHMENT XII – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA  
ITN# 15-FDC-110**

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and [Insert Contractor Name] ("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 a Covered Entity as defined in the Privacy Rule;

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

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

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

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

1. **Definitions**

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

## 2. Confidentiality Requirements

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
- (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
  - (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.
- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the



same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.

- D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

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

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

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

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
- 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.
- 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.
- 4) Identify what has been or will be done to mitigate the effects of the Breach; and
- 5) Provide any other information, including further written reports, as the Department may request.

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

3. **Obligations of Department**

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

4. **Termination**

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

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

6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.
7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys’ fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-Contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.
8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, Contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

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**ATTACHMENT XIII - NOTICE OF CONFLICT OF INTEREST  
ITN# 15-FDC-110**

**Organization Responding to Solicitation:** \_\_\_\_\_

**Solicitation Number: 15-FDC-110**

For the purpose of participating in this solicitation process and complying with the provisions of chapter 112, of the Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Department of Management Services:

1. Identify all corporate officers, directors or agents of the Respondent who are currently employees of the State of Florida or one of its agencies, were employees of the State of Florida or one of its agencies in within the last two years, or are currently a spouse, parent or sibling such of an employee of the State of Florida or one of its agencies:

\_\_\_\_\_

**Note: This does not include positions located at individual FDC institutions that were filled by previous employees of the Department and were impacted by privatization of health services functions.**

2. For all persons identified in section 1 above, please identify if they own an interest of ten percent (10%) or more in the company/entity named above:

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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**EXHIBIT A- SUMMARIES OF COSTELLO AND OSTERBACK**  
**FLORIDA DEPARTMENT OF CORRECTIONS—LEGAL ISSUES**  
**DELIVERY OF HEALTH SERVICES**

**Costello Litigation**

The **Costello v. Wainwright** class action litigation resulted in an initial health care settlement agreement that:

- Established a director of health services, director of mental health, and dental director;
- Established a three-level mental health care system with provisions for specialized mental health facilities, staff training and inmate access to mental health care in confinement;
- Required rounds and sick call in confinement; and,
- Established legislative budgetary request frameworks.

Several years after the initial agreement was entered (1987), the Department was found in contempt of the agreement, resulting in the imposition of the following requirements:

1. Inmates shall not provide any type of health care. Responsibilities are limited to housekeeping, food service and laundry. Inmates may be used as assistants to physically handicapped inmates. A detailed protocol is required for utilization of inmates in these functions.
2. Medical protocols which are not inconsistent with the Health Care Settlement Agreement or the Eighth amendment of the United States Constitution shall be enforced.
3. Over-the-counter medications shall be made available in all housing units, including confinement. A protocol shall be available listing the exact medications available and the procedures for their use and control.
4. All non-routine or urgent x-rays shall be taken at an appropriate community hospital or other site. Routine x-rays may be handled at the institution where an inmate is housed, however abnormalities must be immediately reported to the Chief Health Officer.
5. At institutions which house 600 or more inmates, and also have inmates classified as medical grades III or IV, registered nursing coverage is required 24 hours per day, 7 days per week. If the institution is unable to employ the necessary RNs, a minimum of 16 hours of RN coverage is required. (This is a recruiting issue, not a classification/staffing issue.)

During the 8 hours an RN is not available, the following is required:

- a. An inmate who requires 24 hour RN care must be hospitalized or transferred to a facility where 24 hour RN coverage is available.
  - b. A licensed medical professional at the RN level or above must be on call. All calls for medical assistance from confinement or the general population require a licensed Correctional Medical Technician (Certified) to respond. Any treatment needed exceeding the authorized CMTC protocols must refer to the licensed professional on call. The CMTC cannot decline to see an inmate.
6. Maintenance and storage of medical records shall be in accordance with the commonly accepted standards within the professional health community at large.
  7. Chronic disease follow up clinics, in accordance with OHS protocols, are required at least in the following areas: tuberculosis, seizure disorders, hypertension, diabetes. Other such clinics as are medically indicated are required.
  8. Defendant shall exert his best efforts to obtain appropriate funding to make renovations to medical space to conform to the minimum guidelines filed with the Court.

9. The Assistant Secretary of Health Services is "the ultimate authority in the Department for health care decisions."
10. All CMT positions shall be eliminated from the DC system as incumbents leave the system through attrition. The preferred licensure for a CMTC position is an LPN (with two years experience providing health support services in a hospital, clinic, infirmary, nursing or convalescent home) or health professional with a higher level of licensure. If unable to employ LPNs, the department may hire a certified EMT or certified Paramedic with two years of experience in providing health support services in a hospital, clinic, infirmary, nursing or convalescent home, or ambulance or rescue service.
11. There shall be an ongoing system of evaluation of Chief Health Officers and the complete implementation of Departmental policies and procedures at each institution.
12. All medical technicians shall be trained in using protocols and shall be supervised pursuant to such protocols.
13. Confinement screening shall be performed at a consistent time each day. The medical representative (MD, PA, RN, LPN, and EMT) shall have his or her presence announced and shall have individual contact with each inmate.
14. Sufficient staff shall be available at all times to escort inmates to the medical unit or to outside medical care when needed.
15. Controlled substances shall be stored under double lock.
16. There shall be a separate infirmary record, with physician, clinical associate admission, progress and discharge notes for each infirmary admission.
17. Isolation rooms shall be retrofitted for suicide watch.
18. All health care staff shall be CPR trained and certified. Certification shall be obtained for new staff and maintained for existing staff.
19. One-way breathing masks or Ambu bags shall be located at appropriate locations throughout institutions. Placement of the masks or Ambu bags shall be reflected in a protocol.
20. A protocol shall be written, and training provided, for the use, maintenance, and inventory of the crash cart, and the emergency response procedure.
21. A formal review of each death shall be done by the medical staff as part of the quality assurance program.
22. The system for the delivery of health care shall be accordance with the commonly accepted standard within the professional health community at large.

In addition, the Costello litigation led to the creation of the Correctional Medical Authority, an independent oversight group (ref. Sections 945.601 – 945.6036, F.S.).

### **Osterback Close Management Litigation**

In 2001, a federal court entered a preliminary injunction implementing a Revised Offer of Judgment (ROJ) wherein the Department agreed to reduce the number of its Close Management institutions (to provide better and more uniform staff training), increase recreational and educational opportunities, and improve mental health care and initial mental screenings. At the heart of the ROJ was the Department's agreement to implement Florida Administrative Code Rule 33-601.800, Close Management, which sets forth specific guidelines to ensure that the Department is complying with its constitutional duties. The injunction requiring implementation of the ROJ was lifted in 2008, as the court found that the Department was in compliance with constitutional requirements.

#### **The terms of the Revised Offer of Judgment were:**

- I. Full implementation of Rule 33-601.800, F.A.C.;
- II. Completion of construction re: physical modifications made at institutions;
- III. Implementation of a Close Management Consolidation Plan:

- a) Consolidation of CM Facilities (four institutions for male inmates and one institution for female inmates);
- b) Staff training on mental health issues relevant to the CM population (including suicide prevention);
- c) Performance of mental health screening before and after CM placement;
- d) Behavioral Risk Assessments for each CM inmate;
- e) Outpatient mental health services (e.g. group/individual counseling; case management; psychiatric consultation; psychotropic medications; timely referral to inpatient care);
- f) Self-betterment/stimulation programming to CM inmates, in the following areas:
  - a. Reading Material
  - b. Social Phone Calls
  - c. Broadcast Media:
  - d. In-cell Educational Opportunities:
  - e. Cell-Front Tutoring:
  - f. Canteen:
  - g. Day Room Access:
  - h. Individual Exercise:
  - i. Non-Contact Visits:
  - j. Contact Visits:
  - k. Suspension of privileges by an institutional disciplinary team for documented good cause.

IV. Volunteer recruitment from community for chaplaincy and educational services

V. Budget Request and Results (expenditures of appropriated funds)

VI. Correctional Medical Authority (CMA) Monitoring

VII. Types and numbers of grievances filed under administrative grievance procedure in Chapter 33-103 F.A.C

VIII. 30-day Response and cure time upon receipt of written allegations of constitutional violations of the ROJ to the Secretary.

IX. Quarterly written CM Implementation Status Reports and CMA public records reports to Plaintiffs' counsel and to the court.

X. Afford Plaintiffs' counsel reasonable access to the CM facilities and CM inmates upon request for same twice annually.

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## EXHIBIT B-GUIDELINES FOR PERIODIC DENTAL EXAMINATIONS

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**HEALTH SERVICES BULLETIN NO. 15.04.03**

**Page 1 of 2**

**SUBJECT: GUIDELINES FOR DENTAL PERIODIC ORAL EXAMINATIONS**

**EFFECTIVE DATE: 09/22/14**

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### PURPOSE:

The purpose of this Health Services Bulletin (HSB) is to provide guidelines for the provision of dental periodic oral examinations to inmates in major institutions.

*These standards and responsibilities apply to both Department staff and Comprehensive Health Care Contractor (CHCC) staff.*

### ACTIONS:

- Dental periodic oral examinations shall be done every two years until the inmate is 50 years of age, and annually thereafter, based upon an inmate's previous dental examinations and/or treatment.
- If an inmate is receiving active/comprehensive dental care, s/he is not required to receive a dental periodic oral examination.
- Active/comprehensive dental care means an examination, radiographs, diagnosis, and a written treatment plan have been completed and treatment is being provided per the treatment plan.
- Sick call and/or emergency visits are not considered active/comprehensive care, and will not affect the periodic oral examination date.
- All dental periodic oral examinations are to be completed during the month the periodic oral examination is due.
- Radiographs are not part of routine procedure for periodic oral examinations unless deemed necessary by the treating dentist. See HSB 15.04.06, *Guidelines for Prescribing Radiographs*.

If an inmate refuses his/her dental periodic oral examination, DC4-711A, *Affidavit of Refusal for Health Services* must be completed in accordance with department procedure 401.002, *Refusal of Health Care Services by Inmates*.

SUBJECT: GUIDELINES FOR DENTAL PERIODIC ORAL EXAMINATIONS

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**EFFECTIVE: 09/22/14**

PROCEDURES FOR DENTAL PERIODIC ORAL EXAMINATION:

- Only a dentist may perform a dental periodic oral examination.
- Each dental periodic oral examination is to consist of a clinical examination of the head, neck and intraoral areas with special attention paid to cancer and/or pre- cancerous lesions. Each inmate is to be evaluated for emergency dental needs. Should routine dental treatment be desired, the inmate shall submit DC6-236, *Inmate Request*.
- Results of the dental periodic oral examination shall be recorded on DC4-735, *Dental Clinical Examination Report*. It is to be dated and signed.
- Place a legible entry on DC4-724, *Dental Treatment Record* that a dental periodic oral examination was completed. Include pertinent findings.
- The completed DC4-735 shall be placed in the dental health record folder (DC4-745A).

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