

FLORIDA DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL

CONTRACTUAL SERVICES

Page 1 of 196 pages

SUBMIT PROPOSALS TO: **Ana G. Ploch, Procurement Manager**
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AGENCY MAILING DATE:
September 14, 2011

SOLICITATION TITLE: Comprehensive Healthcare Services in Regions I, II and III	SOLICITATION NO: 11-DC-8324
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PROPOSALS WILL BE OPENED: November 8, 2011 @ 2:00 p.m. E.S.T.
and may not be withdrawn within 365 days after such date and time.

PROPOSER NAME:	<hr/> *AUTHORIZED SIGNATURE (MANUAL)
PROPOSER MAILING ADDRESS:	
CITY - STATE - ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	<hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE * This individual must have the authority to bind the proposer.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services (including equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal Submittal for the Proposer/Contractor and that the Proposal is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements and mandatory attestations. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Proposer/Contractor.

NO BID SUBMITTED: Please provide reason for "No Bid" in this Space

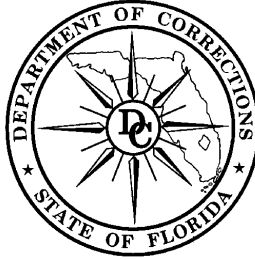
PROPOSER CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation.

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

The State of Florida's general contract conditions, Form PUR 1000 (10/06), and the General Instructions to Proposers, Form PUR 1001 (10/06), as required by Rule 60A, F.A.C. are each hereby incorporated by reference. These conditions, forms and instructions are available on the internet at <http://dms.myflorida.com/purchasing>. Any terms and conditions set forth within this document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

State of Florida

Department of Corrections



REQUEST FOR PROPOSAL (RFP)

FOR

COMPREHENSIVE HEALTHCARE SERVICES
IN REGIONS I, II, II

RFP #11-DC-8324

DMS CLASS & GROUP

916-130, 916-280, 916-493, 920-500, 974-150, 974-480,
974-490, 974-500, 974-510, and 974-520

RELEASED ON

September 14, 2011

BY THE

DEPARTMENT OF CORRECTIONS
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SECTION 1 – DEFINITIONS

The following terms used in this Request for Proposal (“RFP”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 **Access:** As used in this Request for Proposal, is the establishing of a means by which healthcare services are made available to inmates. Access will be provided on-site or off-site 24 hours a day, 7 days a week.
- 1.2 **Average Daily Population:** The ‘average daily population’ is calculated by adding all the daily prison populations in a given month and then dividing that monthly total by the number of days in a given month.
- 1.3 **American Correctional Association (ACA):** An international accreditation entity that establishes national standards for and conducts audits of correctional programs to assess their administration and management, the 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.
- 1.4 **Breach of Contract:** The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this RFP.
- 1.5 **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.
- 1.6 **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 his/her own behavior, has demonstrated an inability to live in general population without abusing the rights and privileges of others.
- 1.7 **Community Healthcare Provider:** Healthcare services required under this RFP that are provided off-site by healthcare providers in the community.
- 1.8 **Comprehensive Healthcare Services:** As used herein, Comprehensive Healthcare Services refers to all medical, dental and mental health services, including program support services as outlined in this RFP. Comprehensive Healthcare Services include the provision of medically necessary and appropriate healthcare treatment to meet the minimum constitutionally adequate level of care established by federal law. This includes healthcare treatment both on-site and off-site.
- 1.9 **Contract Compliance Monitoring:** A comprehensive evaluation conducted on an ongoing basis by the Department’s Contract Manager or designee to document the Contractor’s compliance with the terms of the Contract and to evaluate overall Contractor performance.
- 1.10 **Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract.
- 1.11 **Contract Services:** Where used herein, refers to those services provided by a private contractor on behalf of the Department, as described in this RFP document and pursuant to an executed contract.
- 1.12 **Contract:** The agreement resulting from this RFP between the Successful Proposer and the Department.
- 1.13 **Contractor:** The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.

- 1.14 **Corrective Action Plan (CAP)**: A Contractor's comprehensive written response to any deficiencies discovered in the course of contract monitoring, and plan for remediation of those deficiencies.
- 1.15 **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, F.A.C., to provide acute mental health care and that may include involuntary treatment and therapeutic intervention, in contrast to less intensive levels of care such as out-patient mental health care, infirmary mental health care, transitional mental health care, or crisis stabilization care.
- 1.16 **Crisis Stabilization Unit (CSU)**: Refers to a unit that provides a level of care that is less restrictive and intensive than care provided in a corrections mental health treatment facility that includes a broad range of evaluation and treatment services provided within a highly structured residential setting.
- 1.17 **Day**: Calendar day, unless otherwise stated.
- 1.18 **Department**: The State of Florida, Department of Corrections, referred to in this RFP document as "the Department" or "DC."
- 1.19 **Desirable Conditions**: The use of the words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Proposal.
- 1.20 **Duration of Contract**: The original five (5) year term with annual reviews, and the additional five (5) year renewal period, if renewal option is exercised by the Department.
- 1.21 **General Population**: As used in this RFP, refers to the population of inmates who are allowed normal movement within an institution.
- 1.22 **HIPAA**: Refers to 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 Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- 1.23 **HITECH Act**: Refers to 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 accounting rules and enhances the civil and criminal enforcement of HIPAA. See 42 U.S.C. §§ 17921 and 17931, et seq. The Contractor shall comply with HITECH and all applicable regulations promulgated thereunder.
- 1.24 **Inmates**: All persons, male and female, residing in institutions, or 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, work camps, road prisons and forestry camps.
- 1.25 **Institutions**: As used in this RFP, refers to all Department's correctional institutions, road prisons, work/forestry camps, treatment centers, work release centers, re-entry institutions, and other satellite facilities.
- 1.26 **Isolation Management Room (IMR)**: A cell in an infirmary mental health care unit, transitional care unit, crisis stabilization unit, or a corrections mental health treatment facility that has been certified as being suitable for housing those with acute mental impairment or those who are at risk for self-injury.
- 1.27 **Joint Venture**: A business agreement, documented in writing, between two or more parties, to perform services or provide goods in response to this RFP, in which all parties to the agreement share in the profits, losses, and

responsibilities under the Contract with the Department of Corrections, provided that all parties in the joint venture are jointly and severally liable for the performance requirements of the Contract, including but not limited to all claims, damages and other liabilities that the joint venture as a whole, is responsible.

- 1.28 **Mandatory Responsiveness Requirements/Fatal Criteria:** Terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- 1.29 **Material Deviations:** The Department has established certain requirements with respect to proposals to be submitted by vendors. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient proposal is not in substantial accord with this RFP's requirements, provides an advantage to one proposer over other proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a proposal.
- 1.30 **Medically Necessary:** Health care services that a Healthcare Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing or treating an illness, injury, disease, and which is:
- a. Consistent with the symptom, diagnosis, and treatment of the inmate's condition;
 - b. Provided in accordance with generally accepted standards of medical practice;
 - c. Not primarily intended as cosmetic for the convenience of the inmate or the healthcare provider;
 - d. The most appropriate level of supply or service necessary for the diagnosis and treatment of the inmate's condition; and
 - e. Approved by the appropriate medical body or healthcare specialty involved as effective, appropriate, and essential for the care and treatment of the inmate's condition.
- 1.31 **Medical Grade:** An overall functional capacity designation as provided in Health Services Bulletin/Technical Instruction 15.03.13.
- 1.32 **Mental Disorder:** An impairment of the emotional processes, of the ability to exercise conscious control of one's actions, or of the ability to perceive or understand reality that substantially interferes with a person's ability to meet the ordinary demands of the incarceration environment, regardless of etiology, except that for the purposes of transfer of an inmate to a corrections mental health treatment facility, the term does not include retardation or developmental disability as those terms are defined in Chapter 393, F.S., simple intoxication, or conditions manifested only by antisocial behavior or drug addiction. An individual who is mentally retarded or developmentally disabled, however, may also have a mental disorder.
- 1.33 **Mental Health Grade:** An overall functional capacity designation as provided in Health Services Bulletin/Technical Instruction 15.03.13.
- 1.34 **Mental Health Care:** Observation, mental health assessment, psychological evaluation, or mental health services that are delivered in in-patient or out-patient settings by mental health staff.
- 1.35 **Minimum Constitutionally Adequate Level of Healthcare:** As used in this RFP, means timely access to and provision of appropriate healthcare that is reasonably and legally sufficient to address the inmate's health complaint.
- 1.36 **Minor Irregularity:** A variation from the RFP terms and conditions which does not affect the price proposed or give the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.
- 1.37 **National Commission on Correctional Health Care (NCCHC):** An independent, not-for-profit organization that establishes national standards for correctional health and mental health care services and offers accreditation for correctional facilities that meet these standards. The standards address health care services and support, inmate

care and treatment, health promotion and disease prevention, special patient needs and services, health records, medical-legal issues, governance and administration, environmental health and safety and personnel training.

- 1.38 **Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 1.39 **Responsive Proposal:** A proposal, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 1.40 **Self-harm Observation Status (SHOS):** (Formerly referred to as Suicide Observation Status-SOS) Refers to a clinical status ordered by a qualified health care clinician that provides for safe housing and close monitoring of inmates who are determined to be suicidal or at risk for serious self-injurious behavior, by mental health staff, or in the absence of mental health staff, by medical staff.
- 1.41 **SOAP:** As used in this RFP, "SOAP" is an acronym for "Subjective, Objective, Assessment, Plan (medical documentation format)".
- 1.42 **SOAPE:** As used in this RFP, "SOAPE" is an acronym for "Subjective, Objective, Assessment, Plan, Evaluation (guide to pre-hospital patient care report writing)".
- 1.43 **Special Housing:** As used in this RFP, special housing refers to administrative confinement, disciplinary confinement, protective management, maximum management, and close management. Special Housing is provided within an Isolation Management Room (IMR), Crisis Stabilization Unit (CSU), Transitional Care Unit (TCU), or Corrections Mental Health Treatment Facility (CMHTF).
- 1.44 **Subcontract:** An agreement entered into by the Contractor and approved by the Department with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department of Corrections under the terms of the Contract resulting from this RFP.
- 1.45 **Successful Proposer/Contractor:** The entity that will be performing as the contractor under any contract resulting from this RFP.
- 1.46 **Transitional Care Unit (TCU):** Refers to the inpatient level of care that is indicated for inmates who require more intensive service than what can be provided in Outpatient Care or Infirmary Mental Health Care, but whose condition is not so acute as to require Crisis Stabilization Care.
- 1.47 **Vendor, Offeror, Proposer or Contractor:** A legally qualified corporation, partnership or other entity submitting a proposal to the Department pursuant to this RFP that will be performing as the Contractor under any resultant contract.

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SECTION 2 – INTRODUCTION

2.1 Background

The State of Florida has a current total inmate population of approximately one hundred and two thousand (102,000) to date. The number of inmates in prison has risen over 20% in the last 5 years. Inmates are housed in both privately-operated and state-operated facilities throughout the State which includes approximately sixty (60) major correctional institutions and approximately seventy-five (75) other facilities, such as road prisons, various work/forestry camps, treatment centers, work release centers, and re-entry institutions. At present, facilities operated by the Florida Department of Corrections (hereinafter referred to as "Department" or "DC" as opposed to the seven private Florida prisons operated by the Department of Management Services) are grouped into two (2) regions (Northern and Southern), with the Northern Region encompassing the Panhandle (Region I) and North Florida (Region II); and the Southern Region encompassing Central (Region III) and South Florida (Region IV). The Department operates the Reception and Medical Center (RMC) in Lake Butler, Florida which includes a licensed one hundred and twenty (120) bed hospital.

Pursuant to Chapter 945, Florida Statutes, the Department is responsible for the supervisory and protective care, custody, and control of all inmates. In carrying out this statutory responsibility, the Department provides availability of and access to comprehensive healthcare services. Currently, the Department delivers medical, dental, mental health and pharmaceutical services through a combination of state employees and contracted vendors. Primary health care is provided on-site by Department employees and resources. Contracted vendors provide a variety of contracted goods and services including: pharmaceuticals, hospital services, contract staffing, independent physician services, laboratory/pathology services, dialysis, radiology, ambulatory surgery, ambulance/private transport, and medical and office supplies

Further information specific to the immediate past provision of comprehensive healthcare services by the Department can be found in Section 2.7, Exhibits & Resources CD.

2.2 Overview of Services Sought

On May 26, 2011, the Governor of the State of Florida signed into law Senate Bill 2000, which requires the Department of Corrections to award contracts to private companies for the provision of health services. The proviso language includes the following conditions:

From the funds in Specific Appropriations 726 through 741, the Department shall issue a request for proposal, in accordance with chapter 287, Florida Statutes, for statewide comprehensive health care services, excluding region 4, for inmates in the custody of the Department. The Department must also issue requests for proposals, in accordance with chapter 287, Florida Statutes, individually for Regions 1, 2, and 3. These requests for proposal shall not apply to health care services for inmates housed in institutions authorized under the provisions of chapter 957, Florida Statutes. The contract or contracts shall take effect in Fiscal Year 2011-2012. Comprehensive health care services shall include physical health care services (including utilization management), dental services, and mental health services. The Department shall determine the award based on best cost and interest to the state. Any intent to award for comprehensive health services is contingent upon a cost savings of at least 7 percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures. In order to achieve these cost savings, the contracts shall be written in a manner that enables the contractors to access the legislatively mandated Medicare plus 10 percent provider rates available to the Department.

The Department must submit a cost-benefit analysis which delineates the Department's current costs of providing the services and the savings that would be generated by the transition plan yielding a minimum savings of at least 7 percent to the Legislative Budget Commission by December 1, 2011. The Department shall only award a contract or contracts based on the approval of the Legislative Budget Commission.

Current Department of Corrections' employees who are affected by the health services privatization initiatives shall be given first preference for continued employment by the contractors. The Department shall make reasonable efforts to find a suitable job placement for employees who wish to remain state employees.

The complete Senate Bill 2000 proviso language for health services privatization is included in **EXHIBIT X**.

The Department is seeking proposals for comprehensive health services, which include, but is not limited to, health services (including medical, dental, nursing services; routine urgent and emergent care; inpatient and outpatient services; specialty services; emergency medical transport; etc.); utilization management, behavioral health; nutrition services, quality management/quality assurance, telehealth/telepsychiatry, health information systems, pharmaceutical services, electronic health record, related supportive services, administrative oversight and support. However, the Department intends to retain pharmaceutical services pending the outcome of the Department of Management Services (DMS) solicitation for pharmaceuticals, and the resulting state term contract. At that time, the Department will conduct a cost/benefit analysis to determine whether to continue providing pharmaceutical services, or add these services to the Contract.

The Department requires proposals that demonstrate a thorough understanding of the scope of work and what is required by the contractor to satisfactorily provide services described in the RFP. To this end, the Proposer must submit a Proposal that will be used to create a consistent, coherent management plan of action that will be used to guide the outsourcing of health services. The Plan should include detail sufficient to give the Department an understanding of the Proposer's knowledge and approach. Specifically, the Proposer must fully describe its approach, methods, and specific work steps for doing the work and producing the deliverables. The Proposer must also provide a complete and detailed description of the services to be provided.

To be more accountable to the taxpayers of Florida, the Department is looking to the private sector with its flexibility, purchasing power, business acumen and innovation to apply managed care principles in the delivery of comprehensive health care services to all Department's institutions in Regions I, II and III. To this end, the Department is interested in a single Contractor for the provision and operation of comprehensive health care services to all Departments' facilities in the areas designated as Regions I, II and III in **EXHIBIT A**. The Department is committed to ensuring the availability of adequate healthcare services within recognized professional standards to all inmates. In addition, services shall be provided to inmates housed in road prisons, work/forestry camps, work release centers, treatment centers, and re-entry centers associated with these institutions.

Based on the unique operational needs of the correctional system and on available funding, in any contract resulting from this RFP, the Department reserves the right to require the Contractor to add or delete institutions and satellite facilities, in addition to those originally included under this RFP, and to adjust the number of inmates served at any contracted site. Therefore, the Contractor should be prepared in advance to make any necessary changes as required.

The Contractor must have all required services and staffing in place at the start of the contract, or as of a date agreed upon within the contract, and submit a plan of operation and implementation with a projected time line with the response to this RFP.

The Contractor is to establish a program for the provision of staffing and operation of health, mental/behavioral health, dental, healthcare network and utilization management, pharmacy, electronic health record, and any claims management services for all institutions. The program is to meet constitutional and community standards, the standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Florida Statutes, Florida Administrative Code, court orders, applicable policies, procedures, and directives regarding the provision of health services in the Department. Department policy, procedure, or directive language will take precedence over the Contractor's policies and procedures in the event of any conflict between the two.

In some parts of this RFP, the Contractor is referred to as a single entity, and in others as multiple; the request should be interpreted as being offered in such a way that a Contractor must bid on comprehensive healthcare services, as defined on Section 1, Definitions.

The Contractor must understand that the institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. **The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).**

Proposers shall ensure that any person performing work under the Contract(s) agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Proposer shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Proposer shall employ health care professionals whose licenses or certifications are clear, active and unrestricted.

For additional general description of services, see Section 3, Scope of Services Sought.

2.3 Statement of Purpose

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or proposer as "Contractor" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

The Department is requesting proposals from qualified vendors who have 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 comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 inmate patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare 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 comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an inmate population of at least 50,000 inmates.

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 **EXHIBIT A** at or near the maximum level at each institution. Note: The actual population at each institution may not currently be at maximum capacity; however, the proposer shall be prepared to deliver healthcare services up to and including the identified maximum capacity level during the term of the resultant contract.

Comprehensive healthcare services shall be made available to inmates according to the program definitions and specifications outlined in this RFP and any applicable exhibits. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with

Department Policies and Procedures, court orders, Health Services' Bulletins (HSB's), Technical Instructions (TI's), Department Healthcare Standards, and Department Memoranda regardless of place of assignment or disciplinary status.

In addition, subsequent to establishing a contract resulting from this RFP, if the Department determines that additional services within the scope of the service, additional minimum specifications, modifications, or deletions are needed, and it is in the Department's 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 Contractor receiving an award. Only changes within the general scope of service are allowed under Chapter 287, Florida Statutes. No additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed. Successful Contractors should be prepared in advance to make required changes.

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

2.4 Start-up and Service Implementation

The Contractor must have the capability to implement service delivery as described herein on a date agreed upon between the Contractor and the Department; however, implementation shall be completed between the dates of April 1, 2012, and June 30, 2012. The Department reserves the right to revise the Calendar of Events and/or cancel this RFP as it deems necessary, in the best interest of the State of Florida.

To be included in the RFP, the Contractor shall develop a comprehensive transition plan on start dates for health services delivery at each institution. The schedule shall include a transition plan for each institution and each area of health services delivery within the Department, and must be agreed to in writing by the Department's Contract Manager.

2.5 Term of Contract

It is anticipated that the initial term of any Contract(s) resulting from this RFP shall be for a five (5) year period, with annual reviews, to be scheduled at the Department's discretion. At its sole discretion, the Department may renew the Contract for an additional five (5) year period. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Contractor no later than ninety (90) days prior to the Contract expiration date.

2.6 Pricing Methodology

The Department is seeking pricing that will provide the best value to the State; therefore, interested vendors must submit a Price Proposal utilizing the Price Information Sheet provided at the end of this document. Proposers are encouraged to submit an Price Proposal in such a manner as to offer the most cost effective and innovative solution for services and resources the Proposer can offer, as cost efficiency for the State will be a consideration in determining whether a contract will be awarded based on responses to the RFP and the selection of a service provider. Proposers shall provide the Price Proposal according to the instructions provided in Section 5.11, Price Proposal.

The Contract resulting from this RFP will be a full risk Contract without any caps or aggregate levels after which costs are shared. The successful Contractor will be responsible for all costs associated with the provision of comprehensive healthcare services, including costs for pharmaceuticals (if the Contractor is awarded the Pharmaceutical Services component), with the exception of including HIV/STD care and pharmaceuticals provided by the County Health Departments at selected institutions, through the Department's 340b Agreement with the Florida Department of Health (See EXHIBIT O). The Department reserves the right to add/delete sites, as well as other medical and or mental health services and related drugs that are covered under the 340b drug pricing program. The Contractor may be required to certify receipt or non-receipt of medications ordered for treatment purposes.

In addition, the Department reserves the right to access any programs under the new Federal Healthcare Reform Act, Federal State Local Grants, and Partnership opportunities, or any state initiatives, that result in savings on healthcare costs. Changes will be made by formal contract amendment, as indicated in Section 7.6, Contract Modifications.

Proposers shall provide a single capitation rate, (per-inmate, per-day) for the delivery of comprehensive healthcare services in Regions I, II and III. The contract payment(s) will be based on the average monthly number of incarcerated inmates as reported in the Department's official Monthly Average Daily Population (ADP) report. If the Contractor is not awarded the Pharmaceutical Services component, the Departments' cost of all non-formulary pharmaceuticals and emergency pharmaceuticals filled at local pharmacies will be adjusted from the monthly payment.

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The Proposer shall provide a pricing breakdown for health services cost per discipline and area of service, annual/per-diem, for the following categories:

- Medical
- Dental
- Mental Health
- Pharmacy
- Administrative
- EHR
- Tele-health
- Off site Services(Hospital, Convalescent/Skilled Nursing Home care, Dialysis, Specialty Consults and Care)
- Other Staffing/personnel (Contractor's non-salaried employees)

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

Medical Services

- Primary and specialty care
- All other therapeutic and diagnostic ancillary services
- All emergency room, outpatient and inpatient hospital care
- All medical on or off-site specialty referrals
- Physical and occupational therapy
- All health related and assistive devices unless covered by vocational rehabilitation
- Hearing screening and diagnostic services necessary to identify and treat serious hearing impairment
- All optometry and podiatry services
- Ambulance and other medically related transportation

Mental/Behavioral Health Services

- All psychiatric, psychological and counseling services
- All mental health outpatient and inpatient care
- All mental health on or off-site specialty referrals
- Therapeutic and diagnostic ancillary services as listed under "Medical Services" when these are ordered as part of the mental health delivery process
- Psychological testing, evaluations and reports
- All psychological assessment instruments, scoring and interpretation reports

Dental Services

- All onsite dental care
- All on and off-site specialty care
- All on and off-site oral surgery
- All dental supplies
- All dental equipment repair and/or purchases
- All dental laboratory costs
- All oral pathology costs
- Ability to provide digital radiography within one year of execution of the contract
- All X-ray machine registration and inspection fees

Pharmacy Services

- All prescription medications (except for medications provided through the Federal 340b Drug Discount Program)
- Over-the-counter medications
- Acquire and maintain all pharmacy licenses
- Monthly consultant pharmacist inspections

Electronic Health Record

- Development and implementation services
- Hardware and software required
- Ongoing maintenance and updates
- Training of vendor and the Department's staff

Utilization Management

- Nationally accepted or recognized electronic program
- Program must contain basic audits and edits such as the federally required National Correct Coding Initiative edits
- System must include criteria for determination of healthcare treatment, procedures and specialty care
- Utilization Management system to include an electronic process for higher level review of denials

Other Costs across Service Categories

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

- All costs for medical/surgical and office supplies
- All costs for on-site medical and office equipment that are needed in addition to existing equipment
- Other costs not specifically identified but commonly associated with delivery of necessary health services
- Vendor required computer installations, software, etc.
- The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s). Furthermore, no additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed.

2.7 Exhibits & Resources CD

The Department is providing the following Exhibits and Resources via CD ROM for informational purposes to assist vendors in preparing proposals. Many exhibits contain multiple files. In addition, some exhibits contain information on correctional institutions that are not covered by this RFP. The proposer may disregard any information that does not pertain to correctional institutions located in the region(s) covered by this RFP (reference Section 2.2). All possible efforts have been made to ensure the information contained in the exhibits is accurate, complete, and current; however, the Department does not warrant the information contained in any of the exhibits referenced below is indeed accurate, complete, or current.

It is the sole responsibility of the Proposer to review the information available within this document and the exhibits for the purpose of proposal submission. The Department will not entertain any protest based on the Proposer's lack of review of the documents provided and/or referenced.

Some of the Department's procedures included in the CD are identified as "Restricted." Restricted Department procedures will be made available to Proposers for the development of proposals. To obtain a copy of the Exhibits & Resources CD, Proposers shall print and provide a signed copy of **ATTACHMENT 10**, Nondisclosure Agreement for Restricted Information, to the Procurement Manager; email is acceptable, with hard copy to follow. Proposers must provide their Express Mail (i.e., Federal Express) account number in their email, when submitting the Nondisclosure Agreement. Once the signed agreement is received by the Procurement Manager, the Department will provide the Exhibits CD to the Proposer, via overnight mail.

If you have trouble accessing any of the documents, contact the Procurement Manager, Ana Ploch, at (850) 717-3680, or via e-mail ploch.ana@mail.dc.state.fl.us.

Exhibits:

- EXHIBIT A – Institutional Profiles, to include: inmate population; types of facilities, including reception centers, main medical units, annexes, work camps, work release centers; male vs. female vs. youthful inmate; medical and mental health grades; number of elderly inmates, pregnant inmates; etc.
- EXHIBIT B – Business Case Analysis
- EXHIBIT C – Policies, Procedures, Rules, Bulletins and Manuals
 - a. Health Services Bulletins-Policies
 - b. Health Services Forms
 - c. Health Services Manuals
 - d. Health Services Procedures
 - e. Rules
- a. EXHIBIT D – Specialty Facilities
 - a. Secure Hospital Units (Memorial Hospital Jacksonville and Kendall Regional Medical Center)
 - b. RMC (to include Hospital, J-Dorm, Dialysis building, Radiation/Oncology, etc.)
 - c. Elderly/impaired/complex medical infirmaries - Zephyrhills J-Dorm (elderly and impaired); CFRC South Unit (elderly/impaired/palliative care); SFRC F-Dorm (elderly/impaired/palliative care); Lowell complex medical needs dorm; River Junction work camp for elderly inmate who are able to work and are minimum/medium custody
 - d. Correctional Mental Health Treatment Facility (Lake)
 - e. Death Row (Florida State Prison, Union)
 - f. CSU and TCU Institutions (Santa Rosa, RMC, Suwannee, Union, Lake, Zephyrhills, Broward, Charlotte, Dade, SFRC)
- b. EXHIBIT E – Health services cost data
 - a. Management reports (line item expenditures, with backup for each line item)
 - b. Per diem reports
 - c. Detail on inpatient and outpatient hospital services
 - d. RMC fee schedule for private correctional facilities
 - e. Detail on pharmacy expenditures – by drug category, repackaging costs, 340b savings, MMCAP prices, etc.
 - f. Salary reports by institution (FTE, OPS & contracted staff)
- c. EXHIBIT F – Workload Data
 - a. Dental Encounter Data
 - b. Medical Encounter Data
 - c. Mental Health Encounter Data
- d. EXHIBIT G – Utilization Management
 - a. Approvals and Denials
 - b. Average Length of Stay ALOS
 - c. Data
 - d. Data – Historical

- e. Hospital Census
- f. Private Facility Procedures
- g. Referrals
- h. Specially Care - Institutions
- i. UM process
- e. EXHIBIT H – Pharmacy Data
 - a. Archive
 - b. Drug Utilization Fiscal Year
 - c. Filled Script Summary Fiscal Year
 - d. Formulary
 - e. Top 200 Medications Dispensed
- f. EXHIBIT I – Dental Productivity Reports
- g. EXHIBIT J – Laboratory Utilization
- h. EXHIBIT K – Current Positions
- i. EXHIBIT L – Inventory of Medical Equipment
- j. EXHIBIT N – X-Ray Data
- k. EXHIBIT O – Current Health Services Contracting services
- l. EXHIBIT P – List of State Term Contracts
- m. EXHIBIT Q – Private Prison Contracts
- n. EXHIBIT R – Quality Management Reports – non-identifying information on QM activities, to include: issues identified through institutional and regional QM reviews; mortalities, grievances, infection control, special clinical studies, etc.
- o. EXHIBIT S – ACA & NCCHC Links
- p. EXHIBIT T – AHCA Licensure Schedule – RMC
- q. EXHIBIT U – Training Requirements
- r. EXHIBIT V – Union Agreements with Florida Nurses Association and AFSCME
- s. EXHIBIT W – Accredited Internship Program
- t. EXHIBIT X – Senate Bill 2000

The Exhibits & Resources CD also contains **ATTACHMENT 11**, Pricing Matrix worksheets, which Proposers must complete as part of their Price Proposal, see Section 5.11.

NOTE: Exhibits are provided for estimating purposes only.

Florida Statutes and Florida Administrative Code rules are available through the Internet and will not be provided through the Department's internet link.

ALL POSSIBLE EFFORTS HAVE BEEN MADE TO ENSURE THE INFORMATION IN THE EXHIBITS & RESOURCES CD IS ACCURATE, COMPLETE AND CURRENT. HOWEVER, THE DEPARTMENT DOES NOT WARRANT THE INFORMATION IS, INDEED ACCURATE, COMPLETE, OR CURRENT. FURTHER, THE EXHIBITS & RESOURCES CD MAY NOT CONTAIN ALL RULES, REGULATIONS OR DIRECTIVES REQUIRED TO BE COMPLIED WITHIN THE DELIVERY OF SERVICES UNDER ANY CONTRACT RESULTING FROM THIS RFP. STRICT COMPLIANCE WITH ALL APPLICABLE FEDERAL AND FLORIDA STATUTES, RULES, COURT ORDERS, DIRECTIVES, AND PROCEDURES MENTIONED ELSEWHERE IN THIS RFP BUT NOT INCLUDED IN THE EXHIBITS & RESOURCES CD WILL BE EXPECTED.

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SECTION 3 – SCOPE OF SERVICES SOUGHT

This section contains the Scope of Services that will be required in any Contract that may be executed as a result of this RFP. By submitting a proposal, each proposer specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this RFP, all requirements referencing “Contractor” contained within the Scope of Services below will be applicable to the proposer should he/she be deemed the successful proposer as defined in Section 1.43.

Inmate healthcare services are a constitutional right; consequently, 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, Florida Statutes. The Department’s Health Care Delivery System is managed by the Department’s Office of Health Service (OHS) and provides comprehensive medical, dental, mental health, and pharmaceutical services, including, but not limited to, health education, preventative care, and chronic illness clinics, and re-entry/discharge planning. The current scope of health services ranges from emergency care to inpatient hospitalization, to specialty care, as required. All major correctional institutions provide basic infirmary services (nursing care), including the monitoring of long-term patients who although are not acutely ill, cannot live among the general population.

3.1 General Description of Services

The Florida Department of Corrections seeks to continue to deliver adequate health care to our correctional population in a cost effective manner. In addition, the intent of the Department is to have all health services personnel provided by a successful proposer or proposers. The Department is currently responsible for the provision of health care services to include medical, dental, mental health, and related support services for inmates committed to custody. The provision of services is primarily provided on-site at state operated correctional institutions. Specialized support services are provided through agreements with providers such as hospitals, clinics, medical specialists, laboratories and other specialty service providers.

The objective of this Request for Proposal (RFP) is to solicit information from qualified Proposers who can manage and operate a comprehensive health care services program for the Department in a cost-effective manner by delivering adequate health care services that meets constitutional and community standards. Under this proposal, the Contractor would assume total responsible for any and all liability for healthcare service delivered to the inmates under the care and supervision of the Department.

The Contractor shall provide services in accordance with the American Correctional Association (ACA) Performance Based Standards, Expected Practices and Outcome Measures and/or National Commission on Correctional Health Care (NCCHC) and prevailing professional practices. The performance of the Contractor’s personnel and administration must meet or exceed standards established by ACA and/or NCCHC as they currently exist and/or may be amended. The contractor shall identify the clinical criteria utilized to determine necessity for health care and treatment that at a minimum meet National Clinical Practice Guidelines (i.e. internally developed or other national criteria).

The contractor shall be responsible for all pre-existing health care conditions of those inmates covered under this contract as of 12:00am on the first day of the contract implementation, per location. The contractor shall be responsible for all health care costs incurred for services provided after 12:00am on the first day of the contract without limitation as to the cause of an injury or illness requiring health care services.

In addition, the Contract shall implement a written health care work plan with clear objectives; develop and implement policies and procedures; comply with all state licensure requirements and standards regarding delivery of health care; maintain full reporting and accountability to the Department; and maintain an open, collaborative relationship with the Department’s Administration, Office of Health Services, Department staff, and the individual institutions.

The proposers 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 that are not specifically mandated by law. Upon award of the contract, the Contractor may propose revisions that will enable them to deliver care more effectively, while continuing to meet statutory requirements. The Department’s Office of Health Services

retains final decision-making authority. The contractor shall comply with all established health care policies and procedures as agreed upon prior to the contract and/or as may be amended.

3.2 Overview of Services

This section describes the scope of work to be provided pursuant to this RFP.

It is the intent of the Department to acquire a complete and operational health services program for the population we serve. Any incidental health, nursing, mental health, pharmacy, ancillary services and/or dental items omitted from these specifications may be provided as a part of the Proposer's price in order to deliver a quality, working, comprehensive health services program that is in compliance with the specifications of this RFP. The Proposer's health services program, training curriculum, staff and supplies must be fully identified, described, and documented as required by the sections of this RFP. All staff, supplies and other required components of this RFP will be included in the not to exceed firm, fixed, total price.

The Contractor must maintain an open, collaborative relationship with the Department's Central Office Administration, Office of Health Services, Central Office designated health services staff, Regional Directors, Wardens, and institutional staff.

Proposer must operate the health services program in a humane manner with respect for inmate's right to appropriate health care services.

3.3 Health Care Services

Whenever possible, services will be provided on-site.

3.3.1 Reception and Health Screenings

Inmate reception/receiving screening shall include, but not be limited to:

- Initial intake screening
- Transfer/Arrival summary
- Release screening

All newly committed inmates receive an **Initial Intake Screening** which occurs at the point of entry into the Reception Center. The screening is conducted by a registered nurse, licensed practical nurse, or trained nursing support staff. Initial Intake Screening includes a review of:

- Past history of serious infectious or communicable illness, and any treatment or symptoms (e.g., chronic cough, hemoptysis, lethargy, weakness, weight loss, loss of appetite, fever, night sweats that are suggestive of illness), and medications
- Current illness and health problems, include communicable diseases
- Dental problems
- Use of alcohol or drugs, including type(s) of drugs used, mode of use, amounts used, frequency used, date or last time of use, and history of any problems that may have occurred after ceasing use.
- Possibility of pregnancy, and history of problems (female only) of an inmate's physical, mental and dental health conditions screenings, tests, (including TB Screening and testing), immunization history and labs, and other diagnostics, which shall be performed on all inmates upon their arrival, transfer and/or release, in accordance with Department procedure.

Documentation of observation of the following:

- Behavior, including state of consciousness, mental status, appearance, conduct, tremor and sweating
- Body deformities and ease of movement

- Condition of skin, including trauma markings, bruises, lesions, jaundice, rashes, infestations, recent tattoos and needle marks, or other indications of drug abuse

Documentation of medical disposition of the inmate:

- General population
- General population with prompt referral to health care service
- Referral to appropriate health care service for emergency treatment.

The **Transfer/Arrival Summary** occurs every time an inmate transfers between Department institutions. The purpose of the transfer/arrival summary is to create a check and balance system designed to maintain an inmate's specific appropriate continuum of care. It includes a brief review of the health record and a face-to-face interview with the inmate. The screening and summary must incorporate review of the problem list, suicide history, known allergies, impairments, treatment plan, tuberculosis (TB) screen, age appropriate interventions, medication review, review of special needs, current behavior, vital signs and any other unique aspects of care. Orders and medications issued at one institution are considered valid at all institutions unless specifically discontinued by an authorized prescriber at the receiving institution. When the nurse's transfer summary identifies a problem or a question, consultation with the practitioner – either on site or on call – should occur immediately. This process contrasts with, but is similar to, the required immediate review that should occur upon return from any outside medical institution. Both have as their purpose delivery of seamless and appropriate care to inmates.

For all reception and transfers, an explanation of procedures for accessing health services shall be provided to inmates verbally and in writing upon their arrival to the institution. The Contractor shall develop a procedure to ensure the transfer of pertinent medical information to emergency institutions, outside specialty consultants, and for inmates who are transferred to other state institutions.

When inmates are transferred to other Department institutions, the medical record (and medications) shall be transferred with them in a sealed container marked confidential unless there is a complete electronic health record that will be available at the receiving institution.

In addition, **prior to an inmate's release**, the health record of an inmate must be reviewed and a medical screening conducted in accordance with Department procedures.

3.3.2 Service Lists Upon Transfer between Institutions

The Contractor shall ensure that adequate communication occurs between health professionals to ensure continuity of care. Inmate's health care needs should be triaged in an expeditious manner upon arrival. A patient should not drop to the end of a service list for a medically necessary service simply because they are new to the institution, if they had been waiting for the service in their former institution.

3.3.3 Infirmary Care

The Department operates institutional infirmaries. The infirmaries shall be under the supervision of a registered nurse twenty-four (24) hours a day. These units are not hospital units and cannot substitute for hospitals, but will meet ACA and/or NCCHC standards. The Contractor is expected to manage these units and ensure that infirmary care is available for all inmates. The Contractor is responsible for maintaining all infirmary equipment that will ensure the healthcare delivery to the inmates. The Contractor will work with the Department to arrange transfers among the secure care institutions when that will improve inpatient unit utilization. In general, infirmaries shall provide convalescent care, skilled nursing care, pre- and post-surgical management, and limited acute care. When existing infirmaries cannot provide necessary care (whether because of program characteristics, bed availability, or other reason) but outpatient care is not appropriate, the Contractor shall comply with established policy.

The Contractor shall assure that the following characteristics are maintained or implemented in all infirmaries:

- A physician is on call or available 24 hours a day, with a telephone response time of 15 minutes or less.
- Admission and discharge shall be upon the order of a physician, dentist, nurse practitioner, or physician assistant.
- Clinicians will make daily rounds in the infirmary on all inmates requiring overnight stays (patients who require more intensive care than can be provided by the existing coverage must be hospitalized and not maintained in infirmaries).
- When inpatient services are provided, the infirmary will be staffed twenty-four (24) hours per day by health care personnel.
- The infirmary shall maintain a current policy and procedures manual and clinical protocols approved by the Department's Office of Health Services for use in the institutions.
- All patients will be within sight or sound of staff at all times.
- The infirmary space and equipment shall be adequate and appropriately cleaned and maintained for the intended purposes. The Contractor must maintain a preventive maintenance program.
- Each admitted patient shall have:
 - A separate and complete inpatient record with chief complaint, history of present illness, past history and review of systems (physical examination that includes a review of systems, vital signs, initial impression, medical care plan, nursing assessments and clinician progress notes, discharge summary, new orders, problem list, and treatment plan.
 - An initial nursing assessment is completed within 2 hours of admission.
 - A mental health or medical health nursing assessment is completed each shift unless otherwise ordered by the clinician.
 - Staff shall make rounds at least every 2 hours for all inmate patients in the infirmary.
 - An initial admission note by the nurse reflecting a summary of the patient's status.
 - An initial admission note by the admitting practitioner reflecting the purpose for admission and anticipated treatment process, generally completed within 24 hours of admission.
 - An admission history and physical examination, problem list and treatment plan prepared by the responsible practitioner specifically for the inpatient stay initiated within one business day of the admission.
 - When mental health concerns are the primary focus of health care needs, mental health staff will perform daily (Monday – Friday, excluding holidays) treatment.
 - Diagnostic studies appropriate to the patients needs.
 - Progress notes from physician, nursing, and other staff reflecting ongoing care and progress.
 - Discharge planning initiated as soon as possible after admission.
 - Discharge summaries including general patient education and care provided, completed within 48 hours of discharge.

3.3.4 Health Appraisals and Assessments

The Contractor's clinician shall:

- complete a health appraisal within 72 hours after the inmate's arrival at reception;
- review the initial intake screening;
- complete a history and physical examination which must include:
 - Collection of data to complete medical, dental, immunization, and appropriate psychiatric histories
 - Record of height, weight, pulse, blood pressure (BP), and temperature
 - Vision and hearing screening
 - Complete medical examination with evaluation of basic mental health status and dental health status, referral if needed, and /or treatment when indicated.
 - History of alcohol and /or substance abuse.

- test for communicable diseases, including appropriate laboratory and diagnostic tests (STD's and TB skin testing as appropriate); the Contractor's physician must test for HIV (HIV testing is offered at reception and upon transfer, but is optional until the required pre-release test);
- initiate and prescribe treatment, therapy, and/or referrals when appropriate;
- perform other tests and examinations as required and indicated, including physicals for work release inmates and food handlers when necessary, and
- Mental health status and history.

Information obtained during the health appraisal must be recorded on a form approved by the Department's Office of Health Services. This information will be reviewed by the contractor's physician for problem identification and entered in the patient's permanent health record.

A review of the initial health appraisal process shall be required each month from each institution through one or more of the following processes: Contractor's reports to the Department, the Department's Contract Monitoring staff review, and/or EHR data collection. The Department shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.

- The findings of the preliminary screening and evaluation will be documented in the inmates' health records. Additionally, transferred inmates initial screening forms will be reviewed and verified for their accuracy by qualified health care staff.
- Health care professionals shall refer inmates exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.
- The preliminary health evaluation will include a review of the respective transferee's medical record from the transferring reception center, including:
 - Inquiry into:
 - Current illness
 - Communicable diseases
 - Alcohol and chemical abuse history
 - Medications currently being taken and special health care requirements
 - Dental health status
 - Chronic health problems
 - Immunizations
 - Dietary requirements
 - Suicide risk
 - Observation of:
 - Loss of consciousness
 - Mental status (including suicidal ideation)
 - Odd conduct, tremors, or sweating
 - Condition of skin and body orifices including signs of trauma, bruises, lesion, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
- Explanation of procedures necessary for inmates to access medical, mental health and dental services.
- Inmates will be classified into one of the following categories:
 - Immediate emergency treatment needed
 - Assignment to infirmary
 - Referral to an appropriate health service
 - Assignment to the general population

3.3.5 Daily Processing of Inmate Sick Call Request

The Department utilizes a written "Inmate Sick Call Request Form" to permit inmates to request health care services. These forms are collected and reviewed daily by nursing staff. Most Inmate Sick Call request forms require a face-to-face meeting with health services staff, which must occur within one working day.

After this review, inmates are “triaged” to various health care professionals and/or provided with a written response appropriate to the described need and the existing health record information.

Inmate Sick Call requests must be processed at least daily as follows:

- Health services providers personnel (physicians, mid-levels, or nurses) will review and act upon all complaints with referrals to other qualified health care personnel as required.
- The responsible clinician will determine the appropriate triage mechanism to be utilized for specific categories of complaints.

Sick call must be held at least five (5) times per week by a registered nurse(s) for each of the institutions named in this RFP and must be accessible to all inmates regardless of their custody status. (Note: Registered Nurses must do all health assessments)

All routine physician care must be provided on site. A physician or mid-level provider shall be on-site through the completion of call outs, treatments and follow up care. A physician shall be on call 24 hours per day, seven days per week. The Contractor must make provisions for additional sick call out hours if the inmate's waiting time exceeds 48 hours. If an inmate's custody status precludes attendance at a sick call out appointment, arrangements must be made to provide services at the designated medical room in the area of the inmate's confinement.

Referral from routine triage to other health care staff members shall occur in accordance with Department procedures. The Department requires routine referrals to take place in accordance with established policy and procedures as follows:

- From review of Inmate Sick Call Request Form (SCRF) to face-to-face review (when indicated by routine health need) – no more than one working day.
- Referral to a practitioner for routine care – one working week or less.
- For review of SCRF routine dental, request by dental professional – within seventy-two (72) hours
- For review of routine mental SCRF by mental health staff – within seventy-two (72) hours
- To optometrists – within one month.
- To other on-site professionals – in a time frame appropriate to the patient need.

The Contractor is required to meet these standards and to notify the Department in writing within one business day when any of the institution's waiting lists exceeds the time-frames listed above.

3.3.6 Chronic Care Management

When chronic diseases are identified, necessary medical services must be provided and documented. The Contractor shall enroll the inmate in a chronic illness clinic and implement a chronic disease management plan. For each identified condition, the medical record must reflect the identified chronic disease and a current problem list appropriate to the individualized treatment plan.

Interventions for inmates with chronic diseases must meet generally recognized standards of care. When outside specialty review is appropriate, it shall be provided in a timely manner consistent with the standards described above.

When an inmate with a chronic disease is released from a Department institution, the condition must be identified during the pre-release stage to identify community resources to meet the inmate's health needs

3.3.7 Medication Administration

The Contractor is responsible for prescribing and administering medications in accordance with ordered or recommended dosage schedules, to document such provision, and to ensure that all dispensed medications are properly stored and all related duties are performed by properly licensed personnel. The Contractor

shall manage the dispensed and stock supply medications to be in compliance with all applicable state and federal regulations regarding prescribing, dispensing, distributing, and administering pharmaceuticals.

NOTE: Should the Contractor be responsible for pharmaceutical services, the Contractor shall also be responsible for the procurement of medications.

3.3.8 EKG Services

EKG services must be available at the institutions at all times. The Proposer shall include in its Proposal a description of the methods through which EKG services will be provided to each Department institution.

EKG services will have the following characteristics:

- A printed EKG will be available immediately and placed on the chart.
- Whether or not a computer interpretation is provided, all EKGs shall be reviewed by a physician. A review by a cardiologist will be available upon request by the institution practitioner.
- EKG equipment will be properly and safely maintained.
- Physicians reading will determine when an inmate may require a consult and/or off-site evaluation.

3.3.9 Laboratory Services

All laboratory and phlebotomy services must be provided for Departments' inmates and will be the responsibility of the Contractor. Laboratory specimens are to be collected by a qualified health care person. Results must be placed in the inmate's health record upon receipt and the Contractor's physician will review all normal and abnormal results. Contractor is responsible for phlebotomy personnel, laboratory services, and all related supplies.

3.3.10 Optometry and Ophthalmology Services

Optometry and ophthalmology services should be provided on-site wherever possible. Any exception to these requirements must be approved in advance by the Department. All optometric and optical services, including the cost of lenses, frames, and cases, will be the responsibility of the Contractor. The Proposal should describe how it will make optometry services available at each institution. All optometry services are the proposer's responsibility.

3.3.11 X-Ray Services

Contractor will be responsible for providing X-Ray services or performing on-site radiographs necessary for medical evaluations. All X-rays will be provided in digital format.

3.3.12 Radiotherapy Services

The Department currently maintains a contract for radiotherapy services with CCCNF-Lake Butler, LLC (Department Contract #C2573, see **EXHIBIT O**). The Contractor shall use the CCCNF-Lake Butler, LLC (pursuant to the referenced contract) for all radiotherapy services provided under the contract resulting from this RFP or Department designated substitution. The Contractor is responsible for all costs incurred in the provision of radiotherapy services by CCCNF-Lake Butler, LLC. The Department shall provide all supporting services outlined in the contract with CCCNF-Lake Butler, LLC.

3.3.13 Inpatient Hospital Services

The Department currently operates a prison hospital at the Reception and Medical Center that meets AHCA licensure requirements, and contracts with Memorial Hospital in Jacksonville and Kendall Regional Medical Center in Miami for the provision of hospital care at secure units within the hospitals.

The Contractor shall provide inpatient hospitalization services. When hospitalization of an inmate is required, the Contractor will be responsible for the arrangement and timely access to care. In emergency situations, the contractor shall have a process in place for the inmate to receive emergency services.

Acute hospitalization care for mental illness that requires involuntary placement and involuntary medication must be accessed through judicial proceedings in accordance with Sections 945.40 through 945.49, Florida Statutes (The Florida Corrections Mental Health Act). The Contractor's staff will be expected to provide testimony in support of the institution's request for involuntary placement and/or treatment.

The Contractor shall review the health status of inmates admitted to outside hospitals daily through a utilization management program, to ensure that the duration of the hospitalization is not longer than medically indicated. Contractor shall provide the Department's Office of Health Services with a daily update/report of the health status of all hospitalized inmates from each institution.

The Department is considering a mission change at Reception and Medical Center Hospital in Lake Butler; therefore, the Contractor shall submit two options for hospital services: one plan that may include the use of RMC Hospital and other community hospitals for hospital services; and a second plan that includes the use of community hospitals only.

3.3.14 Specialty Care

When possible the Contractor shall make specialty care available on-site. Off-site non-emergency consultations must be recommended by the appropriate Contractor's institutional health care staff and reviewed by Contractor for approval. Contractor's utilization review process shall be in accordance with established Department policy and procedures.

When this is not possible, the Contractor shall make referral arrangements with local specialists for the treatment of those inmates with health care problems, which require services beyond what can be provided on-site. The Contractor shall coordinate such care by specialists and other service providers in the state. All outside referrals shall be coordinated with the Department for security and transportation arrangements.

The Department strives to minimize the need for inmates to travel off-site. Specialty referrals must be scheduled in accordance with established policy and procedures and completed within a reasonable period of time consistent with the community standard.

Proposers are advised that the services listed below must be made available under this Contract, but additional services may be required. The Department expects that the majority of the specialty services be performed on-site.

- Oral surgery
- OB/GYN Services
- Gastroenterology
- Surgical services
- Orthopedic services
- Physiotherapy services
- ENT
- Podiatry
- Dermatology
- Urology
- Neurology
- Internal medicine
- Audiology

- Neurosurgery/Neurology
- Oncology
- Nephrology
- Endocrinology
- Infectious disease treatment
- Ophthalmology
- Respiratory therapy
- Cardiology
- Physical therapy
- Orthotics

3.3.15 Emergency Medical Services

Comprehensive emergency services shall be provided to inmates in the Department. Contractor shall make provisions and be responsible for all costs for twenty-four (24) hour emergency medical, mental health, and dental care, including but not limited to twenty-four (24) hour on-call services.

3.3.16 Ambulance services

All medically necessary inmate transportation by ambulance or other life-support conveyance, either by ground or air, will be provided by the Contractor. All costs for ambulance services are the responsibility of the Contractor. In accordance with Florida Statutes, County Emergency Medical Services are solely responsible for determining the need for air transport (Life Flight); however, the contractor will cover the costs of such services. The contractor is expected to have a written plan with appropriate community resources for required emergency transportation services. Contractor shall provide the Department with a copy of the plan. Such ambulance and or advanced life services shall be by pre-arranged agreement.

3.3.17 Dialysis Services

The contractor shall identify and provide all on-site and off-site peritoneal and/or hemodialysis services, supplies, equipment, and other related expenses. The contractor shall demonstrate in the proposal the ability to provide for onsite dialysis services. The contractor shall provide a Board Certified Nephrologist to supervise all dialysis services. The Contractor is responsible for developing a renal dialysis Quality Improvement and Infection Control Program to include accountability of sharps and waste. As part of the proposal, the contractor shall provide an outline of their proposed dialysis program.

3.3.18 Specialty Care for Impaired, Pregnant and/or Elderly Inmates

The contractor shall provide appropriate care for inmates with complex medical needs in compliance with state and federal laws, and shall coordinate with the Department's ADA Coordinator for reasonable accommodations. The Contractor shall ensure inmates with a known or suspected medical or physical impairment or mental retardation receive appropriate care. Care for impaired inmates should meet the needs of the inmate as both an inmate and an impaired person, and focus upon the total person and the mainstreaming service concepts, the continuity of required services, and inmate self-responsibility within the limitation required by incarceration.

3.3.19 Off-Site Transportation

To keep security staff overtime to a minimum for health care related transports, the Contractor is required to establish off-site services as conveniently located to the institutions as possible. Some off-site specialty visits are unavoidable and not controllable by the Contractor. Except for radiotherapy services, the Contractor shall be required to pay the sum of \$250.00 per inmate per trip over 45 miles on the officer's mileage log for every trip made. Mileage shall be calculated door-to-door from institution to the appointment site and back to the institution, taking the most direct route.

In addition, the institutions must have access to 24/7 on call availability of physician, psychiatrist, psychologist, dentist, and health care administrator services. The on-call coverage shall be made available by the service contractor responsible for on-site services.

When inmates experiencing emergent or urgent health problems are brought to the attention of institution personnel, health care personnel must be prepared to address them immediately. This response may consist of permitting the patient to report or be escorted to the health services unit/infirmary for evaluation, or sending health services personnel to the patient's location. The Contractor 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.

Contract employees shall not provide personal transportation services to inmates.

3.3.20 Infection Control Program

Infectious diseases of special concern within an institutional setting include TB, Hepatitis B, Hepatitis C, Human Immunodeficiency Virus (HIV), gonorrhea, syphilis, Chlamydia, influenza, Varicella and Methicillin Resistant Staphylococcus Aureus (MRSA). Communicable diseases must be monitored closely by all health care staff. When communicable diseases are diagnosed, the Contractor must take proper precautions and promptly transmit the appropriate reports to the Florida Department of Health, outside hospitals/healthcare delivery facilities and notify the Department's Office of Health Services. All Contractors' employees and sub-contractors must provide documentation of Hepatitis B immunizations, and annual TB screening and skin test clearance.

The Contractor shall implement an infection control program, which includes concurrent surveillance of inmates and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with CDC guidelines on universal precautions and OSHA regulations.

Other areas of concern include monitoring and management of nosocomial infection and pediculosis both in inpatient units and in the general institution units, sterilization and sanitation practices (especially in dental departments), management of isolation activities, and kitchen sanitation (monitored but not managed by health care services). Infection control workgroups should meet regularly at each institution and report their findings through the Quality Assurance process.

As part of the infection control program, the Contractor will administer an immunization program according to National Recommendations of Advisory Committee on Immunization Practices (ACIP), a tuberculosis control program according to CDC guidelines and any youthful inmate institutions shall participate in the federal Vaccines for Children program (VFC). This program provides all vaccines used in youth settings, including but not limited to HBV, at no cost to the Department. The Contractor's personnel must register for this program.

The Contractor will administer a Bloodborne Pathogen Control Program according to National Guidelines and Department practices. The Contractor must comply with all provisions of this plan. The Contractor will be required to offer Hepatitis B vaccine to all new Department employees as part of the Bloodborne Pathogen Control Program.

3.3.21 First Aid Kits, Automatic External Defibrillators (AEDs), and Protective Devices

The Contractor will be responsible for providing and maintaining emergency first-aid kits in all housing areas, vehicles, work sites, training areas, classrooms, and other areas designated by the Department.

- The Contractor will be responsible for providing and maintaining Automatic External Defibrillators (AEDs) in designated areas of the institution as determined by the Institutional Health Services Administrator or designee.
- The Contractor will supply all personnel who come in contact with inmates with personal protective equipment

3.3.22 Sexual Assault

The Contractor 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 the secure institutions. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601. PREA establishes a zero-tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in Department institutions a top priority. PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of Federal, State, and local inmates.*

3.3.23 Utilization Management (UM) Services

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

The Contractor must also manage requests for off formulary medication usage (formulary exception process). At a minimum, the following information must be provided to the Department:

- 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.
- 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.
- The Department's Office of Health Services timely reviews alternative actions and discusses resultant concerns with the Contractor's medical director. If an agreement cannot be reached, the Department's Office of Health Services' opinion shall prevail.

3.3.24 Nursing Services

Nurses must perform the following functions:

- Respond to inmate patients medical needs
- Practice within scope of educational preparation and licensure
- Restore and maintain the health of inmates with compassion, concern, and professionalism
- Collaborate with other healthcare team members, correctional staff, and community colleagues to meet the needs of the inmates, which include physical, psychosocial and spiritual aspects of care
- Provide education for disease prevention and health promotion
- Maintain responsibility for monitoring and evaluating nursing practice for continuous quality improvement
- Deliver care to all inmates with compassion, empathy, commitment, competency, dedication, and a positive attitude
- Negotiate, problem solve, listen and communicate effectively
- Good assessment, organizational, critical decision making and thinking skills
- Conduct an appropriate and timely assessment

- Collect comprehensive data pertinent to the inmate's health and condition or situation
- Analyze the assessment data to determine the diagnoses or issues or need for referral to appropriate discipline
- Identify expected outcomes for a plan individualized to the inmate or situation
- Develop a plan that prescribes strategies and alternatives to attain expected outcome
- Implements identified plan
- Coordinates care delivery
- Employs strategies to promote health and a safe environment
- Evaluates progress towards attainment of outcomes
- Enhances the quality and effectiveness of nursing practice
- Attains knowledge and competency that reflects current nursing practice
- Integrates ethical provisions in all areas of practice
- Considers factors related to safety, effectiveness, cost, benefits, and impact on practice in the planning and delivery of nursing services.
- Render or secure appropriate healthcare services
- Timely, accurate and complete documentation record(s)
- Comply with Department Policy Procedure, Health Services Bulletins, Court Orders, Technical Instructions, Manuals, Federal and State Law, ACA and/or NCCHC Standards

3.4 Dental Services

3.4.1 General Overview

The Contractor shall be responsible for all inmate dental services and shall identify, plan, and provide for all on-site general dental services. This includes all care that is normally provided in the dental unit, dental treatment that cannot be performed in the unit, as well as responding to any emergencies occurring in the dental area until appropriate medical or mental health providers arrive. The Contractor will also assist to the extent possible when requested in evaluating non-dental facial fractures. The Contractor shall have a Dental Director responsible for providing clinical oversight of all dental care, both on and off site, and Dental Utilization Management. The Dental Director will also be responsible for supervision of all dental staff members.

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. All treatment will be rendered in accordance with Department of Corrections' rules, policies, procedures and Health Services Bulletins/Technical Instructions. 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 to resolve the issue presenting itself. Dental treatment shall be provided according to the treatment plan, based upon established priorities that in the dentist's judgment are necessary for maintaining the inmate's health status.

3.4.1.1 The Contractor shall be responsible for all on-site and/or off-site dental treatments and all other needed dental specialty care. All dental supplies, dental laboratory fees and all dental equipment repairs, to include equipment replacements, shall be the responsibility of the Contractor.

3.4.1.2 Dental sick call shall be performed daily Monday through Friday when a dentist is present. For emergencies, dental sick call shall be performed on Saturdays, Sundays, and Holidays by the medical staff on duty. Inmates must be able to sign-up for sick call seven (7) days a week and the sick call sign-up form shall be triaged daily by healthcare staff.

3.4.1.3 Inmates experiencing dental care emergencies may request and shall receive emergency care at any time, if indicated, twenty-four (24) hours a day seven (7) days a week.

- 3.4.1.4 Designated institutional dental healthcare staff will be responsible for coordination with the institutional Health Services Administrator for purposes of coordination and provision of institutional healthcare. The institutional Health Services Administrator will be responsible to the institution's Warden for coordinating and ensuring the provision of all institutional health 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 and/or designee.

In addition, the Contractor shall be responsible for all prescriptions required in the course of delivery of dental care. The cost of all pharmaceuticals will be the responsibility of the Contractor, unless the Pharmaceutical Services component is not awarded to the Contractor. Medications will be administered by the Contractor at the dental clinic or a prescription will be written for administration of the medication by health care staff.

Inmates cannot dictate dental treatment in any form; however, inmates can refuse dental care at any time. The contracted dentist will decide the appropriate treatment plan individualized for each inmate. The Contractor cannot refuse to treat an inmate seeking emergent, sick call, urgent or routine dental care.

3.4.2 Dental Examinations/Assessments

- 3.4.2.1 Every inmate shall receive an intake dental examination at a reception center by a dentist. The intake dental examination shall take place no later than seven (7) days after reception. Each examination of this type shall include, at a minimum, a visual clinical exam of the head, neck, intraoral areas for any pathology and charting consisting of: missing teeth, restorations present, fixed or removable prosthetics, gingival conditions, deposits, masticating efficiency, treatment indicated (provisional treatment plan), dental grade, and emergency dental needs.
- 3.4.2.2 Each inmate shall receive, within seven (7) days of arrival at an institution, an orientation to dental services, which includes information on available hours of service and how to access dental care 3.4.2.3 at the institution. The Dental Treatment Record shall be reviewed for emergency/urgent dental needs or follow-up care. If an inmate's dental record has not been received within seven (7) days or the inmate has not had a dental examination in accordance with established policy, one is to be completed within seven (7) days and a replacement dental record generated where indicated.
- 3.4.2.3 Each inmate shall receive a periodic dental examination in accordance with established policy. Each periodic examination shall consist of a clinical examination of the head, neck and intra-oral areas, evaluation of urgent dental needs.
- 3.4.2.4 A dental examination/assessment shall be performed by a dentist on confined individuals, when determined necessary.
- 3.4.2.5 Before commencing with routine dental treatment, a diagnosis and treatment plan shall be derived from the following: a clinical examination, pathology examination, full mouth radiographs, Periodontal Screening and Recording, plaque evaluation as appropriate, charting, and health history.
- 3.4.2.6 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.

3.4.3 Priorities for Dental Treatment

- 3.4.3.1 **Emergency Dental Treatment:** Emergency dental treatment will 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. Dental emergencies generally include fractured jaw, excessive bleeding or hemorrhage, acute abscess, and/or other acute conditions.

- 3.4.3.2 **Urgent Non-emergency Dental Treatment:** All Department of Corrections' dental clinics shall hold daily sick call (five (5) days a week Monday through Friday or when the dentist is present) to provide dental access to those inmate patients who cannot wait for a routine appointment and yet do not meet the criteria for emergency care. Inmates signing up for dental sick call must be evaluated, triaged and/or treated a within 72 hours.

Urgent Non-emergency Dental Treatment includes toothaches, chronic abscesses, fractured teeth, lost fillings, teeth sensitive to hot and cold, broken and/or ill-fitting dentures, and other chronic conditions.

Dental sick call hours shall be set in accordance with each Senior Dentist's preference. When dental staff is not present, inmates will be seen in the medical clinic for sick call issues.

If an inmate is in need of urgent non-emergency 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 in no event longer than ten (10) working days.

- 3.4.3.3 **Regular or Routine Dental Treatment:** This treatment generally includes Partial and Complete Dentures, Denture Repairs, Dental Radiology, Endodontics, Fixed Prosthetics, Oral Surgery, Periodontics, Preventive Dentistry and Restorative Dentistry.

Each inmate may submit a written request to obtain dental care. When a request is received, 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 dentist to be in urgent need of dental care, are to have a higher priority in the scheduling of appointments.

The appointment waiting time between request for dental care and the treatment plan appointment shall not exceed six (6) months.

Waiting times between routine dental appointments shall not exceed three (3) months.

Note: The Contractor shall ensure that dentists and/or their staff are available for treatment of dental emergencies and shall respond to same within twenty-four (24) hours of occurrence.

The Contractor shall have back-up dental coverage when the institution's dentists are not available. The Contractor's list of back-up dentists must include a location for emergent/life threatening care.

3.4.4 Levels of Dental Care

Dental services available to inmates are based upon four (4) levels of dental care:

3.4.4.1 Level I

This level of dental care shall be provided to inmates during the reception process. Level I services shall include, but not be limited to:

1. An intake dental examination performed by a dentist and development of a provisional treatment plan.
2. Necessary extractions as determined by the intake dental examination; and
3. Emergency dental treatment including treatment of soft tissue pathology.

3.4.4.2 Level II

This level of dental care shall be provided to inmates with less than six (6) months of Department of Corrections' incarceration time. Level II services shall include, but not be limited to:

1. All Level I care;
2. Caries control (reversible pulpitis) with temporary restorations;
3. Gross cavitron debridement of symptomatic areas with emphasis on oral hygiene practices; and
4. Complete and partial denture repairs provided the inmate has sufficient Department-incarceration time remaining on his/her sentence to complete the repair. In cases of medical necessity, a complete denture(s) shall be fabricated if the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence.

3.4.4.3 Level III

This level of dental care shall be provided to inmates who have served six (6) months or more of continuous Department of Corrections' incarceration time. Level III service shall include, but is not limited to:

1. All Level I and Level II care;
2. Complete dental examination with full mouth radiographs, Periodontal Screening and Recording (PSR) and development of a dental treatment plan.
3. Prophylaxis with definitive debridement. Periodontal examination as indicated by the PSR, oral hygiene instructions with emphasis on preventive dentistry;
4. Complete denture(s) provided the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence;
5. After the inmate has received a complete prophylaxis with definitive debridement, he/she is eligible for restorative, amalgams, resins, glass ionomers, chairside post and cores;
6. Removable Prosthetics
 - a. Acrylic partial dentures provided the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence; and
 - b. Relines and rebases (provided the inmate has enough continuous Department-incarceration time remaining to complete the procedure).
7. Anterior Endodontics (Canine - Canine), provided the tooth in question has adequate periodontal support and has a good prognosis of restorability and long-term retention;

8. Posterior Endodontics, which may be performed at either the local facility or by referral to an endodontist. The tooth should be crucial to arch integrity (no missing teeth in the quadrant or necessary as a partial denture abutment), have adequate periodontal support, and have a good prognosis of restorability and long-term retention; and
9. Basic non-surgical periodontal therapy, as necessary.

3.4.4.4 Level IV (Advanced Dental Services)

This level of dental 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 of ninety percent (90%) or better for two (2) consecutive months. If an inmate does not achieve the required Plaque Index Score, he/she shall be rescheduled in three (3) months for another follow-up plaque score. If the required ninety percent (90%) plaque score is not obtained, advanced dental services shall not be considered.

Dental care and follow-up to highly specialized procedures such as orthodontics and implants placed before incarceration shall be managed on an individual basis after consulting with the Director of Dental Services.

Dental care and follow-up to oral surgery and pathology-related issues shall be provided in accordance with appropriate technical instructions.

3.4.5 Dental Hygiene and Preventive Dentistry

The Florida Department of Corrections' Dental Services Program emphasizes preventive dentistry that strives to restore and maintain the inmate's dentition to an acceptable level of masticatory function within appropriate departmental guidelines. Preventive dentistry shall be taught to all inmate patients. This shall be accomplished in two (2) ways:

- 3.4.5.1 Prevention training with oral hygiene instructions shall be given to each inmate as part of his/her orientation to the institution. This training is to include instructions in proper usage of the three (3) essential oral hygiene aids (toothbrush, toothpaste, and some type of floss). This training shall be coordinated with the institutional orientation and may be accomplished either through a direct presentation or any other method approved by the Department.
- 3.4.5.2 Personal preventive training with oral hygiene instructions shall be included as part of an inmate's dental treatment plan. Oral hygiene instructions shall be reinforced throughout the dental treatment plan.

In addition, all dental clinics shall obtain Preventive Dentistry/Oral Hygiene posters and/or plaques for viewing by inmate patients.

3.4.6 Dentures/Prosthetics

NOTE (For All Removable Prosthetics): Each inmate is responsible for the loss, destruction or mutilation of removable prosthetics. Failure to take responsibility for the removable prosthetics is not justification for replacement at the Contractors expense. Upon the inmate's receipt of a denture(s), a Receipt of Provisions Received, shall be completed and placed in chronological order on the left-hand side of the dental record. Senior Dentists are allowed discretion to provide replacement removable prosthetics when it is determined that the original prosthetics were inadvertently lost or damaged. An incident report and/or additional documentation shall be presented to the dentist before a replacement is fabricated at no charge to the inmate. In cases where intentional damage or loss is suggested, the incident shall be considered the same as willfully damaging state property and shall be dealt with in accordance with existing institutional policies.

Justification for replacement shall be properly documented in the Dental Treatment Record.

NOTE: Specifics on clinical dental care are contained in Health Services Bulletin 15.04.13, Supplement C.

3.4.7 Dental Radiology

- 3.4.7.1 Dental radiographs are to be exposed in accordance with established policy. A full mouth series of radiographs are required to develop a dental treatment plan. A treatment plan series of radiographs and/or panorex are acceptable for a maximum five-year period of time. Bitewing radiographs are acceptable for a maximum two-year period of time. Dental radiographs are to be mounted dot out.
- 3.4.7.2 Appropriate dental radiology operating and safety procedures must be utilized, including but not limited to:
 - 1. Use of a lead apron for all intraoral radiographs.
 - 2. All x-ray machine operators must be certified or undergoing radiology training in accordance with Department of Health (DOH) guidelines.
- 3.4.7.3 Radiographs exposed for endodontic therapy (minimum of pre- and post-treatment) shall be mounted in sequence using the same mount.
- 3.4.7.4 The Contractor shall be responsible for all dental-specific hazardous waste disposal from radiological developers and lead foil backings from dental x-rays. Hazardous waste disposal by anyone other than the contractor shall be coordinated with the Warden at the respective institution.
- 3.4.7.5 The Contractor may supply dosimeter for dental staff at the Contractor's expense.
- 3.4.7.6 The Contractor will be responsible for having all dental x-ray machines inspected by the Department of Health (DOH), and for all costs associated with the inspection. The Contractor will ensure all x-ray machines are registered through the Department of Health (DOH) and a registration certificate is posted near each dental x-ray machine.

3.4.8 Dental Laboratory Services

For dental laboratory services provided under the Contract resulting from this RFP, the Contractor may use the PRIDE Dental Lab or may utilize a dental lab of their choice. (See **EXHIBIT I** – PRIDE Dental Costs)

- 3.4.8.1 Routine removable prosthetic appliances can be fabricated by the PRIDE Dental Laboratory located at Union Correctional Institution. In addition, the PRIDE Dental Laboratory can perform denture repairs, relines, rebases and other miscellaneous procedures on removable prosthetic appliances. PRIDE'S address is:

PRIDE Dental Laboratory
Union Correctional Institution
7819 Northwest 228th Street
Raiford, Florida 32026

Partials and dentures with gold and/or gold shell crowns should be sent to an outside dental lab as determined by the Contractor (not to the PRIDE Dental Laboratory).

- 3.4.8.2 The Contractor should call the PRIDE Dental Laboratory Supervisor if there is a question as to whether or not the laboratory can perform the required procedure.

3.4.8.3 The Contractor shall be responsible for all costs related to shipping items to and from the dental laboratory. All dental prosthetic cases must be disinfected prior to shipping and marked "Sensitive Item".

3.4.8.4 PRIDE Dental Laboratory may also provide limited fixed prosthetic services.

3.5 Mental Health/Behavioral Health

As the inmate population may change, the Contractor should not assume that the current levels will be adequate to provide the care necessary in the future. The proposer should review current staffing patterns, populations, and programs, and provide its best estimate for a starting staffing plan. Any changes in service delivery patterns that the Contractor contemplates should be described and highlighted, and the underlying reasoning defined.

The contractor should understand that adjustments in staffing may be necessary if the required work cannot be accomplished with the initial staffing levels. The Contractor should also be aware that lowered service levels associated with persistent vacancies in baseline staffing will be considered grounds for requiring that baseline-staffing levels be increased.

After reviewing the existing mental health care delivery process, the Contractor should identify the services that the Contractor proposes for each institution, including the planned staffing pattern. If changes are contemplated, the Contractor should highlight such changes and describe the reasoning behind them.

The Contractor shall provide access to necessary mental health services, which are those services and activities that are provided primarily by mental health staff and secondarily by other health care staff for the purposes of:

- Identifying inmates who are experiencing disabling symptoms of a mental disorder that impair the ability to function adequately within the incarceration environment;
- Providing appropriate intervention to alleviate disabling symptoms of a mental disorder;
- Assisting inmates with a mental disorder with adjusting to the demands of prison life;
- Assisting inmates with a mental disorder to maintain a level of adaptive functioning; and
- Providing re-entry mental health planning to facilitate the inmate's continuity of care after release to the community.

Access to necessary mental health services are available to all inmates within the Department, are provided in a non-discriminatory fashion, and are provided in accordance with prevailing community and correctional standards of care. All inmates are eligible to receive mental health screening and psychological evaluation as necessary.

It is the responsibility of the Contractor that all inmates entering the Department have access to necessary mental health services by ensuring:

- Inmates have access to necessary mental health services commensurate with their needs as determined by mental health care staff;
- There is a comprehensive and systematic program for identifying inmates who are suffering from mental disorder.
- Inmates move between levels of care according to their level of adaptive functioning and treatment needs;
- All inmates receiving mental health treatment have a signed Consent for Treatment form.
- All inmates who are receiving mental health services have an individualized services plan developed by mental health service providers.

A description of the inmate health classification system and levels of care is in HSB 15.03.13, included as part of EXHIBIT C.

3.5.1 Intake Mental Health Screening at Reception Centers

All newly committed inmates will receive a mental health screening including psychological testing, clinical interview, mental health history and psychiatric evaluation as indicated upon receipt at a Department reception center.

New admissions to the reception center will have an intake screening psychological testing completed within fourteen (14) days of their arrival at the reception center.

If the intake screening revealed information about past suicide attempts or if the results of the Beck Hopelessness Scale were nine (9) or higher, form DC4-646 Initial Suicide Profile shall be completed.

If the newly admitted inmate received inpatient mental health care within the past six (6) months or received psychotropic medication for a mental health disorder in the past thirty (30) days, she/he will be referred for a psychiatric evaluation. The screening medical staff person shall arrange for continuity of such care, until such time as the inmate is seen by the psychiatrist.

In cases where the WASI score is <76 or the adaptive behavior checklist rating is <35 the Wechsler Adult Intelligence Scale III or other non-abbreviated, reputable, individually administered intelligence test will be administered.

Requests for past treatment records will be briefly documented as an incidental note on DC4-642.

3.5.2 Inmate Orientation to Mental Health Services

All newly arriving inmates are oriented to mental health services at the receiving institution in accordance with established policy and procedures.

Orientation will consist of a written, easily understood explanation (available both in English and Spanish) and oral presentation of available services and instruction on accessing mental health services including consent or refusal of mental health services and confidentiality.

3.5.3 Health Record Review and Assessment for Continuing Care at Permanent Institutions

Mental health clinical staff will assess a newly arriving inmate who is classified as S-2 or S-3 within the time frame and guidelines specified in established policy.

Inmates with a current diagnosis of Schizophrenia or other psychotic disorders including disorders with psychotic features shall be maintained as a mental health grade 3 or higher.

A newly arriving inmate who is classified as S-3 will be continued on any current psychotropic medication and assessed by a psychiatric provider prior to the expiration of the current psychotropic prescription to evaluate the inmate's treatment needs. Medical staff will ensure continuity of pharmacotherapy for any newly arriving S-3 inmate until such time as the inmate can be interviewed by a psychiatric provider.

Case Manager Assignment and Screening for S-2 and S-3 Inmates: All newly arriving S-2 and S-3 inmates shall have a case manager assigned (with documentation in the health record).

Record Review for S-2 and S-3 Inmates: Mental health sections of records for newly arriving S-2 and S-3 inmates, whether received from a reception center or transferred from another institution, will be reviewed within eight (8) days of arrival by mental health service providers.

Case Management: Case management services will be provided to inmates who are receiving ongoing mental health services. Inmates with a mental health grade of S-2 or S-3 shall have a case manager designated within three (3) business days of arrival at a permanent institution or admission to CSU, TCU, or CMHTF. Case management will be conducted at least every 90 days

Based on documentation in the record, the frequency of clinical contacts is sufficient and clinically appropriate.

Psychotherapy/Counseling: Psychotherapy/counseling is considered an interactive intervention between the clinician and the patient. Individual and/or group therapy is provided according to the inmate's identified clinical needs. Mental health staff will deliver therapy to best meet the inmates' identified clinical needs.

Inmate-initiated requests shall be responded to within ten (10) working days of receipt.

3.5.4 Consent to Mental Health Evaluation and Treatment

All inmates undergoing treatment and/or evaluation, including confinement assessments and new screenings, must have a valid Form DC4-663 *Consent to Mental Health Evaluation or Treatment* on record. Inmates will be advised of the limits of confidentiality prior to receiving any mental health services.

Fully informed consent for pharmacological intervention will be obtained by the psychiatrist prior to the initiation of such intervention.

When admitted to an IMR, TCU or CSU, a healthcare professional will request that the inmate give written informed consent to treatment. The inmate may refuse to consent to treatment, however, the inmate cannot refuse placement.

For inpatient psychiatric admissions, an Inpatient Nursing Assessment shall be completed within four (4) hours of admission.

All patients shall receive a psychiatric evaluation within 72 hours of admission to a mental health inpatient unit. The psychiatric evaluation may be completed in lieu of the admission note if completed within 24 hours.

A risk assessment shall be completed within 72 hours of admission to a CSU by a team comprised of mental health staff, security staff, and classification staff.

If the inmate's personal property is removed for reasons of safety, such property restrictions and the justifications shall be documented in the inmate's infirmary/inpatient health record and reviewed at least every 72 hours to determine whether continuation of the restriction is necessary.

A minimum of 12 hours of planned scheduled services per week shall be available to each patient in a CSU and a TCU, and a minimum of 15 hours of planned scheduled services shall be available to each patient in a CMHTF.

Treatment for an inmate in corrections mental health treatment facility (CMHTF) is suited to his or her needs is provided in a humane psychological environment and is administered skillfully, safely, and humanely with respect for the inmate's dignity and personal integrity.

3.5.5 Refusal of Mental Health Services

All inmates presenting for mental health services will be informed of their right to refuse such services, unless services are to be delivered pursuant to a court order. When an inmate refuses mental health care services, such refusal will be documented in the inmate health record. Refusals of mental health evaluation/treatment will be documented on Form DC4-711A *Refusal of Healthcare Services Affidavit*. If the inmate refuses to sign Form DC4-711A, the form will be completed and signed by the provider and another staff member who witnessed the refusal.

If an inmate refuses treatment that is deemed necessary for his/her appropriate care and safety, such treatment may be provided without consent in accordance with Sections 945.40 through 945.49, Florida Statutes (The Corrections Mental Health Act).

3.5.6 Confidentiality

The limits of confidentiality will be documented and explained to the inmate.

All information obtained by a mental healthcare provider retains its confidential status unless the inmate specifically consents to its disclosure by initialing the appropriate areas listed on the appropriate form.

3.5.7 Individualized Service Plan

Each inmate who receives ongoing mental health services will have an Individualized Service Plan (ISP) developed. Mental health treatment must be consistent with the ISP.

The ISP will be updated at regular intervals to reflect the patient's current status. The ISP shall reflect current psychiatric diagnosis, based on the current version of the Diagnostic and Statistical Manual of Mental Disorders, and significant functional problems listed in the Problem Index. The symptoms and history documented in the Biopsychosocial Assessment (BPSA) shall be consistent with the diagnostic criteria.

The initial ISP shall be completed within 14 (calendar) days of the inmate being assigned a mental health classification of S-2 or S-3. For inmates with a mental health grade of S-4 through S-6, the ISP will be initiated and approved by the MDST within 14 days of admission to TCU, 5 days of admission to CSU, and 7 days of admission to MHTF.

3.5.8 Confinement Assessment

Confinement assessments will be completed in accordance with established Department rules, policy and procedures.

Mental health staff shall perform weekly rounds in each confinement unit.

Each inmate who is classified as S-1 or S-2 and who is assigned to administrative or disciplinary confinement, protective management, or close management status shall receive a mental status examination within 30 days and every 90 days thereafter. S-3 inmates shall receive a mental status examination within five days of assignment and every 30 days thereafter.

For close management inmates, a Behavioral Risk Assessment (BRA), form DC4-729, shall be completed at the required intervals regardless of mental health grade or housing assignment, including, when the inmate is housed outside the CM unit in order to access necessary medical or mental health care.

Close Management inmates shall be allowed out of their cells to receive mental health services as specified in their ISP unless, within the past four (4) hours, the inmate has displayed hostile, threatening, or other behavior that could present a danger to others. Security staff shall determine the level of restraint required while CM inmates access services outside their cells (reference Chapter 33-601.800 (9) (b), F.A.C.).

3.5.9 Psychotropic Medication Management

The Contractor will provide a medication management program in accordance with established policy and procedures.

A psychiatric evaluation will be completed prior to initially prescribing psychotropic medications. Required laboratory tests shall be ordered for the initiation and follow-up of psychotropic medication administration. Informed consent forms for each psychotropic medication shall be completed.

The initial psychiatric follow-up shall be conducted at least once every two (2) weeks upon initiation of any new psychotropic medication and for a period of four (4) weeks. The physician shall include a rationale for any change of medication in her/his progress notes.

For patients receiving antipsychotic medications, AIMS testing shall be administered every six (6) months.

All transfers will be coordinated with the Department's OHS Transfer Coordinator in the Office of Health Services.

Mental health transfers for inpatient care to TCUs, CSUs, and CMHTF will be accomplished in accordance with established Department policy, rules and procedures and sections 945.40-945.49, Florida Statutes (The Correctional Mental Health Act) as applicable.

3.5.10 Crisis Intervention and Suicide Prevention

Crisis intervention and management is available at all facilities and includes all behavioral and/or psychiatric emergencies such as management of a suicidal or de-compensating inmate.

The Contractor will ensure its entire staff is trained to recognize and immediately report warning signs for those inmates exhibiting self-injurious behavior and suicidal ideations. However, only mental health or in their absence, medical staff, determines risk of self-injurious behavior, assign/discontinue suicide observation status, and make other decisions that significantly impact healthcare delivery, such as when to admit/discharge from a given level of care. All mental health staff shall receive yearly suicide and self-injury prevention training.

Inmate-declared emergencies and emergent staff referrals shall be responded to within four (4) hours of notification. Emergency evaluations shall contain sufficient clinical justification for the final disposition.

For inmates referred to inpatient care, the inmate/patient symptoms/behaviors necessitating inpatient care shall be consistent and clinically appropriate to the specified level of care (CSU, TCU, or MHTF).

For inmates placed on Self-harm Observation Status (SHOS), there shall be an order documented in the infirmary record by the attending clinician. Inmates on SHOS shall be visually checked by appropriate staff at least once every fifteen minutes.

For inmates housed in infirmary level of mental health care, daily counseling by mental health staff (except weekend and holidays) shall be conducted and documented as a SOAP note. The total duration of infirmary mental health care will not exceed fourteen (14) days before the inmate is discharged to a lower level of mental health care or referred to a higher level of care.

Infirmary records for inmates whose self-harm observation status (SHOS) was discontinued contained sufficient clinical justification to ensure that the inmate's level of care was commensurate with the assessed treatment needs. Upon discharge from Isolation Management/CSU/TCU a Discharge Summary shall be completed and placed in inmate's health record. Mental health staff will evaluate the relevant mental status and institutional adjustment at least at by the seventh (7th) and twenty-first (21st) day following discharge.

Isolation Management Rooms (IMR) shall be certified as safe housing for inmates who are at risk for self-harm by authorized mental health personnel. The IMR must have an unobstructed view for observation by staff to ensure patient safety.

3.5.11 Restraint Usage

Any use of force for the provision of mental health care must be in accordance with departmental policies.

Mental health staff shall evaluate S2/S3 inmates no later than the next working day following a use of force.

When psychiatric restraints or seclusion are ordered, there shall be documentation that less restrictive alternatives were considered and the clinical rationale for the use of restraints shall be recorded in the

inpatient record. Physician's orders shall document the maximum duration of the order for restraint, the clinical rationale for restraint, and the behavioral criteria for release from restraints.

3.5.12 Aftercare Planning for Mentally Retarded and Mentally Disordered Inmates

Continuity of care planning services will be provided to mentally disordered and mentally retarded inmates to assist with the transition from incarceration to release.

All inmates with a mental health grade of S2-S6 and who are within 180 days of End of Sentence (EOS) shall have their ISP updated to address Discharge/Aftercare Planning. Inmates with a mental health grade of S3-S6 or with a diagnosis of mental retardation who are between forty five (45) and thirty (30) days of release shall have a copy of DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in their health record.

3.5.13 Psychological Evaluations and Referrals

Mental health staff is required to provide psychological evaluations for inmates referred by various program areas or to ascertain a diagnostic disposition. Psychological evaluations will be conducted only by licensed psychologists in accordance with Chapter 490.

3.5.14 Clinical Review and Supervision

All non-psychiatric mental health services provided are supervised by the Senior Behavior Analyst who assumes clinical responsibility and professional accountability for the services provided. In doing so, the Senior Behavior Analyst reviews and approves reports and test protocols as well as intervention plans and strategies. Documentation of required review and approval takes the form of co-signing all psychological reports, ISPs, treatment summaries, and referrals for psychiatric services and clinical consultations.

A minimum of one hour per week is devoted to direct face-to-face clinical supervision with each Behavioral Specialist and/or in accordance with guidelines of the Chapter 490 and 491 Boards.

3.5.15 Psychology Doctoral Internship Program

The Department has a Doctoral Psychology Internship program that is accredited by the American Psychological Association (APA) and is a member of the Association of Psychology Postdoctoral and Internship Centers (APPIC). The internship mission is to provide training that will produce postdoctoral/entry level psychologists who have the requisite knowledge and skills for successful entry into the practice of professional psychology in general clinical or correctional settings and eventually become licensed psychologists. The internship is organized around a Practitioner-Scholar Model where scientific training is integrated into the practice training component. The internship consists of 2,000 hours over a one year period and begins July 1st and ends on June 30th of the succeeding year. The Florida Department of Corrections funds four (4) interns per year. Interns work at several facilities during the year and are supervised by at least three different Florida licensed psychologists. For more information on the APA Internship program see **EXHIBIT W**.

The successful Contractor shall fund and incorporate the internship training director and the interns into the mental health service delivery system in order to satisfy the internship requirements.

3.5.16 Child and Adolescent Psychologist

The Contractor will ensure a Florida Licensed Psychologist with formal training and credentials in child and adolescent psychologist is assigned on a full time basis to one institution designated by the Department to house youthful offenders.

3.6 Nutrition and Health Diets

The Contractor shall provide nutritional supplements (inclusive of all required and/or prescribed maintenance solutions and/or hyper-alimentation products) that are medically prescribed by a licensed physician. This shall include all soluble, insoluble, and other liquid or colloid preparations delivered by the way of intravenous or medically prescribed oral, nasal, and/or percutaneous methods.

Special diet orders are required to be written by qualified health care personnel. A standard special medical diet program is established between the health care contractor and food services. Any deviation from the special diet orders shall require written authorization from the Contractor's Medical Director. The Department shall be responsible for the cost of the food with the exception of those nutritive supplements described in the paragraph above.

3.7 Pharmaceutical Services

Pharmaceutical Services are excluded from For purposes of this solicitation. , Proposers shall provide two pricing packages, one of which will include the requirements outlined in this section and one that excludes Pharmaceutical Services.

3.7.1 General Pharmaceutical Services

The contractor shall provide and be financially responsible for comprehensive pharmacy services including the provision of pharmaceuticals.

Provision of all pharmacy, prescription records, inmate prescriptions and non-prescription medications shall be the responsibility of the Contractor. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

3.7.1.1 The contractor shall maintain in the contractor's or subcontractor's name, at each institution, and facilities with stock legend medications, a Florida Department of Health, Board of Pharmacy Permit, i.e. Community Permit, Institutional Class II Permit, Modified II-B Institutional Permit, etc. The original of all required pharmacy-related state and federal licenses, permits, and registrations shall be posted at the facility. Such documentation shall include, but not be limited to, the following:

- The Contractor shall comply with the Department's formulary in all cases unless a Drug Exception Request (DER) is approved by the Contractor's designee
- Florida Department of Health, Board of Pharmacy Permit for the community permitted pharmacy Florida Department of Health, Board of Pharmacy, Institutional Class II and/or Modified II-B Institutional Permit
- United States Department of Justice Drug Enforcement Administration registration for the Community Pharmacy Permit
- United States Department of Justice Drug Enforcement Administration registration for each Institutional Class II and / or Modified II-B Institutional Permit where DEA controlled stock will be stored.
- Consultant Pharmacist of Record for Institutional Class II and Modified II-B Institutional Permits
- Pharmacy Manager as designated to the Florida Board of Pharmacy
- Appropriate Wholesale distribution permit.
- The contractor shall comply with all Pedigree requirements such as mandated by Florida Statutes.

3.7.1.2 The Contractor shall provide to the Contract Manager and the Director of Pharmacy Services, the on-call pharmacist(s) list with applicable phone numbers. The on-call pharmacists list will be posted at each institution in the medication room and the infirmary, and will be provided to the Institutional Nursing Director, Chief Health Officer, and Health Services Administrator. Any changes in the on-call pharmacists list shall be sent to the Pharmaceutical Services Director and the Department facilities within twenty-four (24) hours of the change.

The Contractor shall also provide all related packaging, inclusive of all packaging materials, supplies, distribution, and courier services. The Contractor shall provide pharmaceuticals and drugs to the institution using the following guidance:

- Utilizing a "unit dose" method of packaging, unless approved by the Statewide P & T workgroup. Unit doses of medication to be administered by nursing staff are to be provided in a patient specific format, unless approved by the Statewide P & T workgroup. The "unit dose" package must be a light and/or humidity resistant container as appropriate.
- If each dose is individually labeled and packaged, the label shall include the drug name, strength, lot number, expiration date, and manufacturer.
- If a modified unit dose system such as a card or blister pack is utilized, each card or pack shall be labeled as a prescription.
- Prescriptions shall minimally be labeled to include the inmate name and number, drug name, dosage, directions (frequency of administration), prescribing physician, pharmacist's initials, date, quantity of tablets, manufacturer, expiration date, remaining refills, next refill date, date the prescription expires (commonly called "discard after date"), and any applicable warnings or dietary instructions.
- Medications provided by a registered re-packager (whether the Contractor or subcontractor) in a modified unit dose system such as a card or blister pack may be used as "stock" medications.
- The Contractor shall provide emergency stock drugs in accordance with established policy.
- The Contractor shall maintain appropriate documentation, including but not limited to, inventory records, controlled drug perpetual inventory, and patient profiles. All documentation shall be made available for review by the Warden or designee and the Department's Director of Pharmacy Services.
- The Contractor shall provide, within one working day, copies of any pharmacy or medication-related records requested by the Department's Contractor Manager or Director of Pharmacy Services.
- The Contractor shall document and maintain a Medication Administration Record (MAR) for each inmate patient to include, but not limited to, all information contained on the prescription label, the name of the practitioner who prescribed the medication, and any patient allergies.
- The Contractor shall provide monthly, to each facility, prior to the first (1st) day of each month, a copy of the MAR, utilizing the Department's format for such, for each inmate receiving direct observed therapy at the institution.

NOTE: Even though this solicitation includes pharmaceutical services, the Department intends to retain these services pending the outcome of the Department of Management Services (DMS) solicitation for pharmaceuticals, and the resulting state term contract. At that time, the Department will conduct a cost/benefit analysis to determine whether to continue providing pharmaceutical services, or add these services to the Contract.

3.7.1.3 The Contractor shall perform in-service training for staff on pharmacy-related material according to a schedule mutually agreed upon and approved by the Chief Health Officer but presented no less than once a year. Such training shall be conducted by a licensed pharmacist and shall include proper MAR documentation, medication administration to include when medications are

to be issued, medication incompatibilities and interactions, and documentation on using stock medications.

3.7.1.4 The Contractor shall meet all of the following time frames in filling all prescriptions/orders and other orders, excluding holidays and weekends (time frames are defined as the period of time from day-of-order to day-of receipt by the Department's facilities):

- New Formulary prescriptions / orders shall be filled and received by the facility no later than the next working day.
- New Non-formulary (after the non-formulary request is approved) prescriptions / orders shall be filled and shall be received by the facility by the second working day.
 - Stock medication orders shall be received by the facility by the next working day.
 - Refill prescriptions / orders shall be filled and received by the second working day.
 - The contractor shall fill stat prescriptions and / or orders.
- All prescriptions / orders not filled by the contractor pharmacy shall be profiled using the pharmacy software program at no additional charge.
- All new prescriptions / orders shall be profiled, at no additional charge, if the inmate has more than a seven (7) day supply of medication on hand.
- All orders for any service area/entity received/sent after 12:00 PM Eastern Time shall be considered received on the following day.
- The contractor shall fill all prescriptions in a maximum of 30-day supply through the last day of the contract, unless approved by the Statewide P & T Workgroup. At no time shall greater than 120 tablets be dispensed unless approved by the Statewide P & T Workgroup.
- Each medication delivery sheet shall contain the inmates name, ID number, name of medication, strength of medication, and quantity sent.

3.7.1.5 The Contractor shall be responsible for all costs for delivery and return of medication. The Contractor shall accept, process, and reimburse, at no additional cost, all prescriptions and medications that can be returned to the pharmacy per Florida Statutes.

3.7.1.6 The Contractor medication supply process shall have "flag indicator capability" to identify non-formulary medications, flag inmates on more than three (3) psycho-active medications, and flag controlled substance medications being used for more than seven (7) days.

3.7.1.7 The Contractor shall maintain in the pharmacy computer system all known patient (inmate) allergies.

3.7.1.8 The Contractor shall maintain, at a minimum, an updated drug-drug, food-drug, food-food, and drug-allergy interaction program in the pharmacy computer system. The Contractor will produce upon demand, the latest version being used at the respective institution. Such version shall be no more than six (6) months old and shall be verifiable by written notarized statement from the pharmacy's software vendor, if requested.

3.7.1.9 All stock medications sent to the institution will have a detailed list of inventory, separately, as above and will contain the name of the medication and quantity of the medication being sent. Controlled substances will be sent on separate inventory listings. All stock medication shall have a perpetual inventory.

Each inventory order shall contain the receiving institution's name, address, and DEA number; the sending service area/entity's name address, and DEA number; the name of the medication sent, quantity of the medication sent and Pedigree documentation.

3.7.1.10 The Contractor shall provide a signature strip for each Keep-On-Person (KOP) prescription an inmate receives. These signature strips will be placed, after being signed, on signature logs. These signature logs must be kept for two (2) years.

- 3.7.1.11 The Contractor shall place, at a minimum, the following information on each prescription label:
- Inmate name and DC number;
 - Date the prescription is filled;
 - Pharmacy name and address;
 - Prescription number;
 - Name of medication, strength, and amount dispensed;
 - Directions for use, particularly addressing if tablets are halved;
 - Name of prescribing practitioner;
 - Name or initials of the pharmacist dispensing the prescription;
 - Discard-after-date. This is the date after which the prescription is no longer valid. To be determined by the practitioner writing on the prescription order the number of days the order is valid;
 - Next refill date;
 - Cautionary or accessory labels, as required; and
 - If the order is to be issued by Direct Observed Therapy then DOT is to be placed on the label.
- 3.7.1.12 The Contractor shall fill and deliver all emergency prescription medications immediately.
- 3.7.1.13 The Contractor is responsible for maintaining an adequate supply of stock medications at each institution's drug room that can accommodate the majority of prescriptions ordered by the health care practitioner until the inmate's medication card arrives. Stock medications shall be used whenever possible to cover the first 48 hours of the prescribed order.
- 3.7.1.14 The Contractor will be responsible for all costs associated with monthly consultant pharmacist inspections for each licensed pharmacy.
- The Contractor shall provide a licensed pharmacist to perform third party drug utilization reviews as requested by the Quality Management Workgroup.
 - The Contractor shall provide a licensed consultant pharmacist to conduct monthly inspections of all institution areas where medications are maintained. Inspection shall include, but not be limited to, expiration dates, storage and a periodic review of medication records. The consultant pharmacist's monthly inspection report, DC4-771A and DC4-771C, shall be completed. The original shall remain in the pharmacy and a second copy shall be sent to the Department's Director of Pharmacy Services in an electronic format.
 - The Contractor shall provide a certified Consultant Pharmacist to serve as chairperson of the Correctional Institution Pharmacy and Therapeutics Workgroup and to consult on-site and by telephone with the medical staff as requested. This workgroup shall meet as required by Florida Statutes.
 - The Contractor shall provide a certified Consultant Pharmacist to serve as chairperson of the Correctional Institutional Continuous Quality Improvement Program Workgroup, which shall meet at least quarterly.
- 3.7.1.15 As a cost avoidance issue, the Contractor shall break in half and appropriately label any medications as requested by the Department. No medications shall be provided in half-tablets unless approved in advance, in writing, by the Department's Contract Manager.
- 3.7.1.16 The Contractor shall provide to each facility a stock medication order sheet to include those medications that can be ordered.

- 3.7.1.17 The Contractor shall supply all current and future medications to be issued by the Department's practitioners in compliance with practitioner-dispensing provisions of the Florida Statutes.
- 3.7.1.18 The Contractor shall provide, in proper containers (i.e., child-resistant), EOS (End-of-Sentence) medications, INS (Immigration and Naturalization Services) medications, Outside Court medications, and Work Release Center medications, in quantities as described in TI 15.14.02.
- 3.7.1.19 The Contractor shall have a sufficient number of facsimile machines, printers, phone lines, or other electronic devices so as to be able to receive prescription orders, medication refill requests, stock medication requests, and packaging requests timely.
- 3.7.1.20 The Contractor shall have a system in place to minimize medication shipment errors and to promptly address and correct any shipment errors.
- 3.7.1.21 The Contractor shall have in place, and be able to demonstrate, a Continuous Quality Improvement program. This program will include outcome reports from the pharmacy or subcontracted pharmacy on any medication errors that were the pharmacy's responsibility. The contractor is responsible for Quarterly Continuous Quality Improvement Program Workgroup meetings.
- 3.7.1.22 The Contractor shall issue to each inmate, medication education materials for each medication order. The education materials will, at a minimum, describe major side effects associated with the medication. The education materials must be pre-approved by the Department.
- 3.7.1.23 The Contractor shall keep an updated copy of the Department's Formulary at each institution.
- 3.7.1.24 The Contractor shall provide Over-the-Counter (OTC) medication as required on both prescription orders and as stock. The OTC medications provided as stock shall be labeled with appropriate directions for use, warnings, cautionary statements, lot numbers, and expiration dates. The Contractor shall provide to each facility OTC medications approved to be issued to inmates in a dorm setting utilizing the current packaging system as described in Department of Corrections' Procedure 406.001.
- 3.7.1.25 The Contractor shall provide stock medication to include both legend medications and over-the-counter (OTC) medications from a list of medications approved by the Department's Pharmacy Services Workgroup. The Contractor shall not add to the list of approved medications without written consent from the Contract Manager.
- 3.7.1.26 All Drug Exception Requests for non-formulary medications, drug dose variances, four or more psychotropic, non-approved use of approved medications, and more than one medication in a mental health treatment category shall be approved by the approving authority or designee.
- 3.7.1.27 Prior to execution of a Contract, the Contractor shall provide a policy and procedure manual, to all participating Department institutions/facilities, the Contract Manager, and the Department's Director of Pharmacy Services that shall include, but not be limited to, the following:
- Ordering procedures;
 - Process to be used to deliver medications from the time order is received, including the identification of the courier involved;
 - Return-of-goods procedures, including who to call and how medication is to be returned, forms to be used, and final disposition of the medication;

- How non-formulary items are to be issued including the faxing and receiving of Drug Exception Requests;
- Description of the process to be used to resolve problems and issues between the Contractor and facility or Department, including the name of a contact person, address, phone, beeper, and facsimile number;
- How to receive medications;
- How to distribute medications including Keep-On-Person (KOP), direct observed therapy, and stock medications;
- Controlled Substance policy to include ordering, distribution, and destruction;
- Psychotropic medication policy to include ordering, distribution, and return;
- Use of and name of emergency contracted pharmacy for each facility;
- Quality related events;
- Notification of and how to reach the on-call pharmacist;
- How a medication "pedigree" will be provided to the Department.
- Duties, responsibilities, and general scope of services for Consultant Pharmacist and changes to scope of services.
- How to file, where to file, and length of time all required paperwork shall be kept including invoices;
- Disposal and/or destruction of medication to include vendor to be used if medication cannot be disposed of on-site, who can and cannot dispose of medication, documentation required, and regulatory requirements;
- Ordering, receiving, and monitoring of legend and OTC stock medications;
- Drug Exception Request approval/denial process; and
- Process to verify orders are received in appropriate time frames.

3.7.1.28 The Contractor shall update all policy and procedure manuals expeditiously as changes occur. Copies of changed procedures or other updates shall be provided to all facilities and the Contract Manager within seven (7) working days of any change, along with a cover sheet indicating the current date of the manual. Annually, in January of each calendar year, the Contractor shall document review of the policy and procedure manual by Health Services' staff at each Department facility.

3.7.1.29 The Contractor shall provide copies of any pharmacy audit or investigative report for any reportable condition, performed by any state, federal or other regulatory agency including reports of no findings, on any permit, registration, or license, to the Contract Manager within seven (7) working days of the Contractor receiving the report.

3.8 Quality Management/Quality Assurance

The Contractor shall participate in the Department's quality assurance activities at the institutional and central office levels. These committees will monitor the health services provided, including the performance of institution level quality assurance committees.

The Central Office Quality Assurance (QA) Committee shall review reports from all institution level quality assurance committees and shall be empowered to consider the reports from all other committees as appropriate. The QA Committee shall make recommendations for necessary changes or interventions and review the outcomes of these practice modifications. The results of mortality reviews shall also be reviewed by the Central Office QA Committee, which shall meet at least quarterly.

This committee shall also consider the results of quality of care audits, whether carried out by outside agencies such as the ACA and/or NCCHC or by Department staff.

The Contractor shall participate in external reviews, inspections, and audits as requested and the preparation of responses to internal or external inquiries, letters, or critiques. The Contractor shall develop and implement peer review and plans to address or correct identified deficiencies.

3.8.1 Quality Management Activities

- 3.8.1.1 The health services Contractor shall conduct monthly health care review meetings at each Department institution. The health services contractor must maintain minutes of the meetings and submit them to the institution Warden and the Department's Office of Health Services.
- 3.8.1.2 **Infection Control Workgroup:** The Infection Control Workgroup shall monitor surveillance on communicable diseases of concern (see above), the occurrence and control of nosocomial infections, sterilization, and sanitation practices in the health care unit, control of any unexpected communicable diseases within the institution, and other infection-related issues that may arise. The Infection Control Committee shall meet at least quarterly.
- 3.8.1.3 **Peer Review Workgroup:** At each institution, the Contractor shall develop a Peer Review Workgroup (PRW). The PRW shall be a subgroup of the Quality Assurance Workgroup and shall insure that all professionals have their work reviewed annually. Findings shall be reported to and reviewed by the Quality Assurance Workgroups.
- 3.8.1.4 **Credentialing and Continuing Education and Certifications:** The Contractor must verify credentials and current licensure of all licensed healthcare professionals. Copies of licensure and certifications of the healthcare personnel must be provided to the Department's Contract Manager. If licensure or certification is dependent upon continuing education, the Contractor is responsible to assure conformity with such requirements. In addition, accrediting agencies require that such credentials and licensure be maintained in the institution where the individual professional is performing service.

3.9 Medical Disaster Plan

The Contractor will implement the Department's disaster plan for the delivery of health services in the event of a disaster, such as an epidemic, riot, strike, fire, tornado, or other acts of God (contract may be amended to include authorized additional costs). 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:

1. Communications system
2. Recall of key staff
3. Assignment of health care staff
4. Establishment of a triage area
5. Triage procedures
6. Health records - identification of injured
7. Use of ambulance services
8. Transfer of injured to local hospitals
9. Evacuation procedures (coordinated with security personnel)
10. Back-up plan
11. Use of emergency equipment and supplies
12. Annual practice drill, according to Department policy.

3.10 Physician Provider Base

The Contractor must have an established provider healthcare base. Contractor shall make available a comprehensive provider healthcare base network having sufficient numbers and types of contracted providers,

hospitals, other health care professionals as necessary based on industry standards in Regions I, II and III. The system shall allow inmate access to local, regional and/or national healthcare networks as necessary. Healthcare networks shall be of sufficient size with numbers and types of providers to satisfactorily serve the inmate population.

3.11 Periodic Health Screening

The Contractor will provide periodic health screening in accordance with Department directives. This includes "A" and "B" recommendations by the United States Preventive Services Task Force (USPSTF) as modified for correctional application and includes review of problem lists and treatment plans for completeness and appropriateness.

The USPSTF updated its definitions of the grades it assigns to recommendations and now includes "suggestions for practice" associated with each grade. The USPSTF has also defined levels of certainty regarding net benefit of its recommendations.

Those recommendations and benefits are as followings:

- Recommendation A - there is a high certainty that the net benefit is substantial.
- Recommendation B - there is a high certainty that the net benefit is moderate or there is certainty that the net benefit is moderate to substantial.

The recommendations are available at: <http://www.uspreventiveservicestaskforce.org/uspstf/uspsabrecs.htm>

At certain points during confinement, charts must be reviewed to insure that necessary services are being provided. The health record is reviewed during periodic screening, transfer, and arrival at an institution.

3.12 Employee Health

The contractor shall be responsible for the **Contractor's** employee health program which includes:

- TB screening and testing;
- All vaccinations, to include Hepatitis B immunity by vaccination and/or antibody confirmation;
- Immediate review of exposure incidents (Post-exposure follow-up and care is the responsibility of the contractor); and
- Appropriate documentation and completion of records and forms (actual records are to be made available to the Department's Human Resource office upon verifiable request).

3.13 Health Education

As part of primary health care, health education services will be an important and required component of the total health care delivery system. The Contractor will provide specialized training to security staff on health care topics (mental health, elderly, etc.). The Department will not be responsible for any associated costs for this education. **Health education includes staff and inmate education as follows:**

3.13.1 Healthcare staff education must include routine in-service education for:

1. First aid training, cardio pulmonary resuscitation (CPR) certification training
2. AED Training for selected staff
3. Sprains
4. Psychotic behavior
5. Casts
6. Seizures
7. Minor burns
8. Dependency on drugs
9. Health seminar

10. Lifts and carries
11. Suicide Prevention and Emergency Response Training
12. Mandatory annual in-service training on communicable diseases
13. Universal Precautions
14. Mandatory Departmental in services as determined by the Office of Staff Development, in compliance with ACA and/or NCCHC standards.

These programs are to be offered at least quarterly and as needed. This training is not designed to take the place of any medical services offered by the Contractor, but to augment the medical services provided by the Contractor.

3.13.2 Inmate education must include topics such as:

1. Access to health care
2. Communicable disease
 - HIV
 - Hepatitis A, B, C
 - Gastroenteritis
 - Syphilis
 - Chlamydia
 - Gonorrhea
 - Human papilloma virus
 - Herpes
 - Methicillin resistant staphylococcus aureus
 - Tuberculosis
3. Care of minor skin wounds
4. Diabetes
5. Personal / oral hygiene
6. Exercise
7. Heart disease
8. Hypertension
9. Infection control for kitchen workers
10. Smoking and smoking cessation.
11. Stress management.
12. Universal Precautions
13. Co-payment for health services
14. How to obtain over-the-counter and prescribed medications
15. Right to refuse medication and treatment
16. Advance directives

3.14 Administration

3.14.1 Administrative Services

The Contractor must provide for the clinical and managerial administration of the health care program and attend institutional and administrative meetings. As part of administrative services, the Contractor shall manage and/or support all programmatic areas with the health care unit. These services shall include, but not be limited to:

1. The Contractor's staff shall comply with policies, procedures, and protocols for the medical unit and staff that are approved by the Department.
2. The Contractor will be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Warden or designee.

3. The Contractor must ensure that the health care status of inmates admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
4. The Contractor must ensure that its staff documents all health care contacts in the medical record.
5. The Contractor must provide a staffing plan that identifies all personnel required to perform the services and/or responsibilities under the Contract. All staffing plans shall be approved by the Department's Office of Health Services.
6. The majority of outside services should be provided within a forty-five (45)-mile radius of each of the Department's secured institutions.
7. The Contractor will be responsible for the cost of disposal of all bio-hazardous, hazardous and/or other EPA regulated waste produced in the care, diagnosis, and treatment of the inmate.
8. The Contractor will be responsible for all long distance phone charges.

3.14.2 Administrative Functions

The Contractor must perform the following administrative functions including but not limited to:

1. Attendance at monthly contract overview meetings;
2. Attendance at institution monthly/weekly Wardens meetings;
3. Attendance at regional meetings scheduled by the Regional Director;
4. Attendance at statewide meetings scheduled by the Department;
5. Reporting in compliance with statutes, rules, policies and procedures, court orders, health services bulletins, court orders, and other contractual requirements set forth by the Department. (risk management/incident reporting; infection control, quality management; HIPAA reports, etc.);
6. Attendance by Designated Office of Health Services staff and/or Health Services Administrator for each institution at all Regional Directors meetings;
7. Participation in statewide Quarterly Pharmaceutical and Therapeutic, and Quality Management meetings.
8. Provide administrative support for tracking inmate co-payments in the Department's Offender Based Information System (OBIS) or through the Electronic Health Record;
9. Responding to inmate health care requests and grievances;
10. Tracking and responding to inquiries from family members and officials making inquiry about health care issues on behalf of inmates. This includes referrals from the Department, the Executive Office of the Governor, and other elected officials.
11. Tracking and providing information in response to public records requests
12. Tracking and providing information in response to requests from the Office of Attorney General, DOH, and AHCA.

3.15 Telehealth

Telehealth is not currently utilized in any region; however, the Contractor ultimately selected through this RFP process shall utilize telehealth at Contractor's own expense to facilitate provision of services where such services can be appropriately provided by these means and the resulting telehealth design results in improving responsiveness of care, reducing security costs by reducing medical escorts and improving public safety. This service will be considered under any resultant contract as a service to be delivered at no cost to the state.

The goal of the Department is to develop a telehealth management application. The purchase will include product updates/upgrades, training, maintenance and support. Telehealth is to be a web-based, integrated, COTS system. The software, by sharing information about practice variations with individual providers, will assist the staff in the use of resources and help with improving overall quality of inmate healthcare. The software will support clinical positions and provide guidance to reviewers as well as enhance consistency of inmate healthcare.

The Department desires to use interactive audio-visual technology ("telehealth and/or telemedicine") at all of its major institutions. The goals in using telemedicine will be to improve inmate's access to primary health services, improve the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of

transportation. The Contractor shall use telemedicine for clinical consultations whenever possible, unless directed otherwise by the Department.

The Contractor will be responsible for the cost of the acquiring and maintaining the necessary telemedicine communication system, equipment and consultations provided by telemedicine. The contractor will also be responsible for paying for all telemedicine service line charges for calls related to provision of health care to Department inmates.

The proposed solution must meet the following minimum requirements, and shall be approved by the Department's Office of Information Technology (OIT):

- Platform –
- Browser IE6, IE7, IE8
- Useable at 800x600 resolutions
- Runs on a 64-bit platform Windows 2003 server & above
- Application runs on Microsoft SQL 2008 or 2005 environment and above
- Application capable of running in a 64-bit environment
- Network –
- Application supports clients connecting at T1, T3, WAN speed, and 100 mbps
- Must integrate with supporting single sign-on User ID
- Must support HL7 compatibility as well as other data standards

The proposed solution will be Intranet web-based and users will need Internet Explorer to access the application. The personal computer shall have a minimum of MS XP Pro, 512 MB RAM & 1GHz CPU. Users will not be required to have a client module on their PC. Must be Windows Active Directory compliant, capable of supporting single sign-on and be centrally managed by User ID. Updates (including white papers), patches and fixes must be approved by the Department's Office of Information Technology; however, the Contractor will be responsible for any up-load and install.

Software offered must have the ability to:

Be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and the HITECH Act. Any service, software, or process to be acquired by 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. Confidential or personal health information includes but is not limited to, all social security numbers, all health information protected by HIPAA, and addresses of law enforcement officers, judges, and other protected classes. Pursuant to Florida Statute 119.071(5)(a)5, social security numbers are confidential information and therefore exempt from public record or disclosure.

3.16 Computer and Information Systems

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

3.16.1 Corporate Access to the Departments Network

Any access to the Departments network from an outside non-law enforcement entity must be done via a LAN to LAN Virtual Private Network (VPN). This service is provided by the Florida Department of Management Services. Once the corporate entity has made the request thru DMS, the Department will require a copy of their 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.

3.16.2 LAN to LAN Connections

Authorized LAN to LAN connections must utilize IPSec security with either Triple DES or AES and be provided and managed (including software provision and configuration, and connection support) by a Department-approved VPN service provider. Outside entities 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 outside entity in determining whether to use outside entity equipment to terminate that end of the VPN connection or provide the necessary equipment.

When LAN to LAN 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, 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.

Outside entity workstations accessing the Department's information network via a LAN to LAN VPN must operate Windows XP or later operating system.

Outside entity workstations accessing the Department's information network via a LAN to LAN 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 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 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 Office of Information Technology

3.16.3 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, 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:

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

3.16.4 Contractor's Network

In addition to the contractor providing their own data network and connectivity devices, all associated IT hardware at the local correctional facility level will be provided by and maintained by the Contractor. 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.

3.16.5 Transmitting Health Information via E-mail

The Department does not currently have an e-mail encryption solution for the use of Health Services to accommodate confidential email transmission in accordance with applicable state and federal law. 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, and traditional paper mail.

If the Contractor 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 the federal and state regulations mentioned above before implementation.

3.16.6 Contractor Data Availability

3.16.6.1 The Contractor shall have the capability for the Department to send data to and pull data from the Contractor'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 Contractor'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.

3.16.6.2 The Contractor 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 Contractor 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 Contractor 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 contractor's custody of the data no longer exists.
4. The Contractor must maintain support for its services following an emergency that affects the facilities and systems it maintains. Following an emergency that affects the Contractor's facilities or production systems, the Contractor 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 Contractor 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 Contractor's facilities or systems. Following an emergency that affects the Department's facilities or systems, the Contractor 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 Contractor is responsible for notifying the Department before introducing wireless devices into facilities.

3.16.7 Information Security Auditing and Accountability

3.16.7.1 The Contractor will provide the Department audit and accountability controls to increase the probability of authorized system administrators conforming to a prescribed pattern of behavior. The Contractor 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.

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

3.16.8 Auditable Events and Content (Servers, Mainframes, Firewalls, Routers, Switches)

3.16.8.1 The Contractor 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.

3.16.8.2 The Contractor 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.

3.16.9 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.

3.16.10 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.

3.16.11 Response to Audit Processing Failures

The Contractor 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.

3.16.12 Time Stamps

The Contractor 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.

3.16.13 Protection of Audit Information

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

3.16.14 Audit Record Retention

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

3.16.15 Compliance Requirements

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 contractor must be approved by the Department prior to acquisition.

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

Any and all introductions or subsequent changes to information technology or related services provided by the contractor 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 contractor 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 contractor must agree to comply to any applicable requirement necessary to the Department's compliance with local, state, and federal code or law.

All contractors 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 contractor 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 contractor or its contracted parties can occur without prior express consent from a duly authorized Department representative.

The contractor 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 contractor 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 contractor's custody of the data no longer exists.

The Department's data and contracted services must be protected from environmental threats (contractor'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 contractor 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 contractor shall supply all equipment necessary to provide services outlined in this solicitation. Contractor equipment will not require connection to the Department's information network.

If applicable, the contractor 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 contractor's network;
3. A process designed to control and monitor outside agencies access to the contractor's information network;
4. A Firewalling device;
5. Server based antivirus/malware software;
6. Client based antivirus/malware software;
7. Use of unique userIDs with expiring passwords;
8. A process that involves collection of userID 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 contractor shall maintain an Information Security Awareness program. This program will be designed to keep users knowledgeable on information security best practices.

3.16.16 Electronic Health Record (EHR)

The Department requires a paperless health record. Contractor must submit a plan for moving from a paper-based record system to a paperless health record. The plan must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.

The Contractor's EHR:

- Must integrate and exchange encounter data in XML format including documentation version control and electronic signature encryption.
- Must be able to exchange data with other systems as approved by OIT and/or required by OHS.
- Must integrate single sign on access for all users to physician and patient medical reference library such as Up-to-date.
- Must provide Hosted solutions with no server hardware onsite. The contractor is to provide complete disaster recovery services including fail over data centers.
- Should combine patient records including scanned documents and dynamic (keyed) data entry document types.
- Should provide the feature of Electronic signature workflows on all document types.
- There should be an option to electronically verify medications on demand with outside providers via RXHUB or similar data sources.
- Should have a device level security for individual PC's and Laptops to access the EHR.
- Must not utilize a Virtual Private Network (VPN).

In addition, the Contractor's electronic health record shall have the capability to record substance abuse information (assessments, etc.) for inmates.

3.17 Health Records

All inmates must have a health record that is up-to-date at all times, and that complies with problem-oriented health record format, Department's policy and procedure, and ACA and/or NCCHC standards. The record must accompany the inmate at all 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.

All health records both electronic and paper remain the property of the Department.

The Contractor's physician or designee will conduct a health file review for each inmate scheduled for transfer to other institution sites. A health/medical records summary sheet is to be forwarded to the receiving institution at the time of transfer.

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

- The completed initial intake form
- Health appraisal data forms
- All findings, diagnoses, treatments, dispositions
- Problem list
- Immunization record
- Communicable disease record
- Prescribed medications
- medication administration record
- Lab and X-ray reports
- Dental radiographs
- Notes concerning patient's education as required in paragraph entitled, "Health Education"
- Records and written reports concerning injuries sustained prior to admission
- Signature and title of documenter
- Consent and refusal forms;
- Release of information forms Place, date, and time of health encounters
- Discharge summary of hospitalizations
- Health service reports, e.g. dental, psychiatric, and other consultations.

All entries must be maintained in a manner consistent with SOAP and/or SOAPE charting.

All health care records are the property of the Department and shall remain with the Department upon termination of the contract. The Contractor will supply upon request of the Office of Health Services any and all records relating to the care of the inmates who are in the Contractor's possession. A record of all services provided off-grounds must be incorporated into each inmate health care record. All prior health care records must be incorporated into each inmate health care record.

All nonproprietary records kept by the Contractor pertaining to the contract or to services provided under the contract, including, but not limited to, those records specifically mentioned in the RFP or the contract, shall be made available to the Department for lawsuits, monitoring or evaluation of the contract, and other statutory responsibilities of the Department and/or other State agencies, and shall be provided at the cost of the Contractor when requested by the Department during the term of the contract or after termination of the contract for the period specified beginning upon the date of award of the contract to begin services.

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

The Contractor shall ensure that its personnel document in the inmate's health record all health care contacts in the proper format in accordance with standard health practice, ACA and/or NCCHC Standards and Expected Practices, and any relevant Department Policies and Procedures.

The Contractor shall be responsible for the orderly maintenance and timely filing of all health information utilizing contract and State employees as staffing indicates.

The Contractor shall comply with all HIPAA requirements.

Length of Retention Period

1. 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 contract.
2. 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.
3. In order to avoid duplicate record keeping, the Department may make special arrangements with the Contractor 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 Contractor as to those records.
4. 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:
5. Records of inmates presently on extended parole will be maintained until release from such Department of Corrections responsibility. After seven (7) consecutive years of inactivity, the Department shall authorize destruction/recycling procedures in accordance with law.
6. Hard copies of health records will be securely stored at the Reception and Medical Center. All health records received at the record archives will be checked to ensure that the color-coded year band is properly attached before filing.

3.18 340b Specialty Care Program

On October 31, 2008, the Department of Corrections entered into an interagency agreement with the Department of Health to conduct a pilot project to treat inmates with HIV/AIDS and other Sexually Transmitted Diseases. Under this agreement, which was approved by the Federal Centers for Disease Control and Health Resources Services Administration, the Department pays local County Health Departments to provide medical services at designated institutions. The County Health Department physicians prescribe the drugs, which are filled by the Department of Health's State Pharmacy. This model allows the Department to be eligible for Federal 340b drug pricing.

The pilot project has been converted into a permanent program. **To maintain the cost savings, the Department will continue to provide immunity clinic services through the participating County Health Departments.** The current 340b agreements are included in **EXHIBIT O**; the Department reserves the right to add/delete sites, as well other medical and or mental health services and related drugs that are covered under the 340b drug pricing program. Proposers are required to explain how they will provide continuity of care in institutions participating in the 340b program.

3.19 Coordination of Services with Other Jurisdictions and Entities

3.19.1 Interstate Compact Inmates

The contractor shall assume all responsibility for the coordination and provision of care for Interstate Compact inmates in accordance with established Interstate Compact Agreements.

3.19.2 County Jail Work Programs

The Department houses inmates in some county jails where they participate in work programs at the county jail. The Department has the option of returning the inmates to a correctional institution. Currently, the Department has contracts with 3 county jails, which include the provision of health care to 75 inmates in Lafayette County (10), Washington County (25) and Franklin County (40).

3.19.3 Federal Inmates

The Department presently has only 4 federal inmates in our custody and there is no cost exchanged. The Federal Bureau of Prisons has approximately 30 of the Department's inmates. The Contractor will be responsible for coordinating the transfer of inmates to and from Federal prisons.

3.19.4 Private Correctional Facilities

Currently, there are approximately 10,000 inmates housed in 7 (seven) private correctional facilities managed under contracts from the Department of Management Services. The contractor will be responsible for the provision and coordination of health care services for all inmates transferred from private facilities to the Department's institutions, and for working cooperatively with private facility staff on all transfers to and from these facilities. The Department will retain final decision-making authority regarding the transfer of inmates between the Department institutions and private correctional facilities.

The Contractor shall describe how it will support the functions outlined above.

3.20 Discharge Planning

When an inmate with a serious medical and/or mental illness is released from a Department institution, his medical and mental health conditions must be identified during the pre-release stage to identify community resources to meet the inmate's needs. Planning should include at a minimum, continuing medication with a thirty (30)-day supply, which should be provided at release unless contraindicated clinically or earlier appointments with outside providers have been scheduled, for follow up care.

The Contractor shall provide adequate staffing to coordinate discharge planning at each institution. Discharge planning includes making referrals to appropriate community healthcare settings and participating in the institution discharge planning process to promote continuity of care, to include referral of released inmates for commitment under Chapter 394, Florida Statutes (Baker Act) in accordance with section 945.46, Florida Statutes. The Contractor shall develop, implement, and coordinate a comprehensive discharge plan for inmates with acute and/or chronic illness who are difficult to place due to their offense and are within six months of end of sentence. The Contractor shall coordinate inmate release issues with the Department's Office of Health Services, Office of Re-Entry, and Bureau of Admission and Release, to help assist inmates as they prepare to transition back into the community.

In addition, the Department's Office of Health Services manages two specialty programs that assist inmates with release planning. The contractor (s) shall develop and implement a plan for incorporating these two programs, (HIV Pre-Release Planning and Mental Health Re-Entry / Aftercare Program) into their overall health care service delivery system.

HIV Pre-Release Planning - The Department offers HIV pre-release planning services to all known HIV-infected inmates through a grant from the Department of Health. The program has been in effect since 1999 and is 100% funded through federal Ryan White Title B funds. The HIV Planners work with inmates and corrections staff in other institutions to coordinate referrals and linkages to medical care, case management, medication assistance, and other supportive services. They work with local Ryan White providers to ease the transition post-release back into the community, and to ensure clients continue to seek necessary care and treatment.

Mental Health Re-Entry (Aftercare) Program - The Department manages the Mental Health Re-Entry (Aftercare) Program, which is a collaborative effort between the Department of Children and Families and the Department of Corrections. The result is an intake appointment at a Community Mental Health Center for every inmate that

consents to receive outpatient psychiatric care at the time of their release. The program helps maximize the successful re-entry of inmates returning to their communities.

The successful Contractor will be responsible at each institution for coordinating the healthcare portion of the Department's Re-Entry initiative.

3.21 Accreditation

The successful Contractor shall be responsible for healthcare Accreditation costs.

3.22 Rules, Regulations, and Governance

3.22.1 The Contractor shall provide all healthcare treatment and services in accordance with all applicable federal and state laws, rules and regulations, Department of Corrections' rules, procedures, and Health Services' Bulletins/Technical Instructions applicable to the delivery of healthcare services in a correctional setting. In addition, the Contractor shall meet all state and federal constitutional requirements, court orders, and applicable ACA and/or NCCHC Standards for Correctional healthcare (whether mandatory or non-mandatory). All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this RFP and any resulting contract. The Contractor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such requirements.

3.22.2 The Contractor shall ensure that all Contractors' staff providing services under the Contract resulting from this RFP complies with prevailing ethical and professional standards, and the rules, procedures and regulations mentioned above.

3.22.3 The Contractor shall ensure Contractor's staff is familiar with and capable of obtaining and making use of all applicable Department Policies and Procedures, Technical Instructions (TI's), and Health Service Bulletins (HSB's). The Contractor will be provided access to the aforementioned documents through the Warden, or designee, at the corresponding Correctional Institution.

3.22.4 The Contractor shall fully comply with the requirements of Section 466.0285, Florida Statutes, particularly the requirements in Section 466.0285(1), Florida Statutes, that "no person other than a dentist licensed pursuant to Chapter 466, nor any entity other than a professional corporation or limited liability company composed of dentists 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."

3.22.5 Should any of the above laws, standards, rules or regulations, Department procedures, HSB's/TI's or directives change during the course of this procurement or resultant Contract term, the updated version will take precedence

3.22.6 The Contractor shall comply with all applicable continuing requirements as determined by the Department's Assistant Secretary for Health Services for reports to and from the Department, and the Healthcare Contract Monitoring Team.

3.22.7 Documentation of licensure and accreditation for all hospitals, clinics and other related health service providers to be utilized by the Contractor shall be made available to the Department upon request. All hospitals utilized by the Contractor for the care of inmates shall be fully licensed and preferably accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHCO). All hospitals utilized by the Contractor require prior written approval by the Department's Contract Manager, identified in Section 7.5.1, of this RFP.

3.22.8 The Contractor shall supply all equipment necessary to provide services outlined in this solicitation. Contractor equipment may require connection to the Department's information network. Should the

Contractor's equipment be required to connect to the Department's information network, all Federal, State and Department rules, regulations, and guidelines for data transfer shall apply.

- 3.22.9** The Department's data must be protected from all environmental threats. The Contractor's computing equipment installation will be protected by the timely, accurate, complete, and secure backup of data including the use of similarly secured offsite storage of all Department information and other controls that manage any risks from all conditions including but not limited to fire, water/humidity, temperature, contamination (unwanted foreign material, etc), wind, unauthorized entry or access, and theft.

The Contractor must maintain support for its services following an emergency that affects the facilities and systems it maintains or those maintained by Department. Following an emergency that affects the Contractor's facilities or production systems, the Contractor 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 Contractor 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 Contractor's facilities or systems. Following an emergency that affects the Department's facilities or systems, the Contractor must continue to provide access and use of its production systems once the Department has recovered or re-located its service delivery operations.

The Contractor must host the computing equipment protected by the following:

1. Controlled access procedures for physical access to all computing equipment;
2. Controlled access procedures for electronic connections to the Contractor's network;
3. A process designed to control and monitor outside agencies access to the Contractor's information network;
4. A Firewall device;
5. Server based antivirus/malware software;
6. Client based antivirus/malware software;
7. Use of unique userIDs with expiring passwords;
8. A process that involves collection of userID 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; and
10. The Contractor shall maintain an Information Security Awareness program. This program will be designed to keep users of the system up to date on cyber security events capable of compromising the system and or network.

The Contractor's solution must operate to the Department's satisfaction on its current personal computer platform, if applicable, which currently is configured with 1Gb of RAM, a 1Ghz processor, a 100Mb NIC and Windows XP, SP3.

All Contractor activities involved in the support of its Contract and obligations to the Department must be conducted in full compliance with all applicable HIPAA (Health Insurance Portability and Accountability Act) requirements, including but not limited to those in the HIPAA Security Rule, Part 164, Subpart C. Any service, software, or process to be acquired by the Department that transmits electronic protected health information must do so with encryption provided as a part of the service, software, or process. In addition, the transmission and encryption scheme supplied by the Contractor must be approved by the Department prior to acquisition.

- 3.22.10** All Contractors must be able to comply with Department procedures that relate to the protection of the Department's data and its collective information security which include but are not limited to: 206.007 User Security for Information Systems Office of Information Technology internal Remote Access and Virtual Private Network procedure; and the Contractor, its subcontractors, and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information.

- 3.22.11 The Contractor must guarantee the availability of data in its custody to the Department during an emergency that may occur at the Proposer or the Department.
- 3.22.12 The Department must retain ownership of all Department provided information or any information related to the Department generated as a result of or in participation with this service.
- 3.22.13 No disclosure or destruction of any Department data can occur without prior express consent.
- 3.22.14 The Contractor shall provide for the timely and complete return of all Department information in an acceptable format when the contractual relationship effectively terminates.
- 3.22.15 The Contractor shall provide certification of its destruction of all of the Department's data in accordance with NIST Special Publication 800-88, when the need for the Contractor's custody of the data no longer exists.
- 3.22.16 The Contractor will be required to maintain full accreditation by the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC) for the healthcare operational areas in all institutions in which healthcare services are provided. Failure to maintain accreditation will result in the assessment of liquidated damages as set forth in Section 3.36.1. (Information on the ACA and the NCCHC is available on their web-sites at <http://www.corrections.com/aca/> and <http://www.ncchc.org/>, respectively.
- 3.22.17 The Contractor shall ensure that prior to the execution of the subcontractor agreements for healthcare delivery (including pharmaceuticals), all subcontractor agreements are approved by the Department's Contract Manager and contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the contract resulting from this RFP.
- 3.22.18 The Contractor agrees to modify its service delivery, including addition or expansion of comprehensive healthcare services in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement or consent order or change in the Department's mission.
- 3.22.19 Any changes in the scope of service required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, regulations or technical instructions will be made in accordance with Section 7.6, Contract Modifications.

3.23 Permits, Licenses, and Insurance Documentation

The Contractor shall have and at all times maintain, at their own cost, documents material to the resultant Contract - including but not limited to current copies of all required state and federal licenses, permits, registrations and insurance documentation, and bear any costs associated with all required compliance inspections, environmental permitting designs, and any experts required by the Department to review specialized medical requirements. The Contractor shall maintain copies of the foregoing documents which include, but are not limited to, current copies of the following:

- 3.23.1 The face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.15.
- 3.23.2 Any applicable state and/or federal licenses related to services provided under this RFP, as applicable.

The Contractor shall ensure all such licenses, permits, and registrations remain current and in-good-standing throughout the term of the Contract. Any additions/deletions/revisions/renewals to the above documents made during the Contract period shall be submitted to the Contract Manager and the Department's Assistant Secretary of Health Services - Administration within fifteen (15) days of said addition/deletion/revision/renewal.

3.24 Communications

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

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt

Informal: Special written communications deemed necessary based upon either Contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.

Formal: The same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damages, or Contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

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

3.24.3 A date/numbering system shall be utilized by the Contractor, for tracking of formal communication.

3.24.4 The only personnel authorized to use formal Contract communications are the Department's Senior Executive Management Staff, Office of Health Services Senior Management Staff, Contract Manager, Contract Administrator, and the Contractor's CEO or Contractor's Representative. Designees or other persons authorized to utilize formal Contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

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

3.24.6 In addition to the Contract communications noted in Section 3.24.1 in this Contract, if there is an urgent administrative problem, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee within forty-eight (48) hours. The Contractor shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints, or grievances from or about inmates within three (3) working days of receipt of the request. The Contract Manager shall be copied on all such correspondence.

3.25 Final Implementation Plan and Transition Date Schedule

3.25.1 Pursuant to Senate Bill 2000 (see **EXHIBIT X**), current Department of Corrections' employees who are affected by the health services privatization initiatives shall be given first preference for continued employment by the contractors. The Department shall make reasonable efforts to find a suitable job placement for employees who wish to remain state employees.

3.25.2 The Contractor shall provide regular reports to the Department, not less than weekly, on the status of such interviews and the transition in general. If the Contractor elects to not hire a displaced employee, the Contractor shall identify in the report the name of the employee and the reasons for the decision not to hire.

- 3.25.3 Within three (3) days after the Contract start date, the Contractor shall meet with the Department to finalize the implementation plan to ensure an orderly and efficient transition from Department to Contractor. During this transition period, the Contractor shall have access to all records, files and documents necessary for the provision of Comprehensive Healthcare Services, including but not limited to inmate records, maintenance records, and personnel files.
- 3.25.4 The Contractor will submit their implementation plan for approval beginning from the date of the award of the Contract; however, the plan must be approved no later than March 31, 2012. Payment of services shall not be made during this planning period unless implementation of services begins. Implementation of service shall commence upon the approval of the implementation plan and shall be completed between the dates of April 1, 2012 and June 30, 2012. Implementation shall be completed at all institutions by 12:01 a.m., on June 30, 2012. The Contractor's Estimated Implementation Plan and Transition Date Schedule submitted with the proposal shall be adjusted as necessary and approved as Contractor's Final Implementation Plan and Transition Date Schedule by the Contract Manager.
- 3.25.5 The Final Implementation Plan shall be designed to provide for seamless transition with minimal interruption of healthcare to inmates. Final transition at each institution shall be coordinated between the Contractor and the Department.
- 3.25.6 The Contractor shall commence provision of comprehensive healthcare services to the Department's inmates consistent with the approved Final Implementation Plan and Transition Date Schedule.
- 3.25.7 The incoming Contractor shall assume full responsibility for comprehensive healthcare services delivery at 12:01 a.m., on July 1, 2012, or on a date agreed upon in writing between the Contractor and the Department.

3.26 Service Locations and Service Times

- 3.26.1 Institutions/Facility Locations: The facilities to be included under this Contract include all currently operating institutions and allied facilities as indicated.
- 3.26.2 Add/Delete Institution/Facilities for Services: The Department reserves the right to add or delete institutions/facilities receiving or requiring services under this Contract upon sixty (60) days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.
- 3.26.3 Service Times: The Contractor shall ensure access to comprehensive healthcare services as required within Section 3, Scope of Services Sought, twenty-four (24) hours per day, seven (7) days a week, and three hundred sixty-five (365) days a year.
- 3.26.4 The Contractor shall have an administrative office located within the State of Florida.

3.27 Administrative Requirements, Space, Equipment & Commodities

- 3.27.1 The Department shall not provide any administrative functions or office support for the Contractor (e.g., clerical assistance, office supplies, copiers, fax machines, and preparation of documents) except as indicated in this RFP.
- 3.27.2 Space and Fixtures: The Department will provide office space within the health services unit. The institution shall provide and maintain presently available and utilized health space, building fixtures and other items for the Contractor's use to ensure the efficient operation of the Contract. The institution shall also provide or arrange for waste disposal services, not including medical waste disposal which shall be the responsibility of the Contractor. The Department will maintain and repair the office space assigned to the Contractor, if necessary, including painting as needed, and will provide building utilities necessary for the performance of the

Contract as determined necessary by the Department. The Contractor shall operate the space provided in an energy efficient manner.

- 3.27.3 Furniture and Non-Healthcare Equipment:** The Department will allow the Contractor to utilize the Department's furniture, and non-healthcare equipment currently in place in each health services unit. A physical inventory list of all furniture and non-healthcare equipment currently existing at each institution will be taken by the Department and the current Contractor before the Institution's implementation date. All items identified on the inventory shall be available for use by the Contractor. Any equipment (i.e., copiers) currently under lease by the Department will be either removed or the lease assumed by the Contractor, if acceptable to the Contractor and if permitted by the leasing company. If the lease is either not assumable by or transferred to the Contractor, the Contractor is responsible for making its own leasing or purchasing arrangements. The Contractor shall be responsible for all costs associated with non-healthcare equipment utilized, including all telephone equipment, telephone lines and service (including all long distance service and dedicated lines for EKG's or lab reports), existing copy machines or facsimile equipment, and is responsible for all costs, including installation, of any phone, fax or dedicated lines requested by the Contractor. The Department will not be responsible for maintaining any furniture and non-healthcare equipment identified on the Department's inventory, including repair and replacement (including installation) of Department-owned equipment. Any equipment damaged or otherwise found to be beyond economical repair after the Contract start date will be repaired or replaced by the Contractor and placed on the inventory list. All inventoried furniture and non-healthcare equipment identified on the inventory sheet shall remain the property of the Department upon expiration or termination of the contract. All furniture and non-healthcare equipment purchased by the Contractor, except inventory list replacements, shall remain the property of the contractor after expiration or termination of the Contract.
- 3.27.4 Existing Healthcare Equipment:** A physical inventory list of all healthcare equipment owned by the Department and currently existing at each institution will be taken by the Department and the current Contractor before each institution's implementation date. All existing equipment shall be available for use by the Contractor. All inventoried equipment shall be properly maintained as needed by the Contractor and any equipment utilized by the Contractor that becomes non-functional during the life of the Contract shall be replaced by the Contractor and placed on the inventory list. All inventoried equipment shall remain the property of the Department upon expiration or termination of the Contract. "Healthcare Equipment" is defined as any item with a unit cost exceeding one thousand dollars (\$1,000). Any healthcare equipment damaged or otherwise found to be beyond economical repair after the Contract start date will be repaired or replaced by the Contractor and added to the inventory list. Within 30 days of implementation, the Contractor will advise the Department of any healthcare equipment that is surplus to their needs. In addition, within 30 days of implementation, the Contractor shall provide the Department with documentation of maintenance agreements for existing Department-owned equipment.
- 3.27.5 Additional Equipment:** Any healthcare service equipment not available in the institutional health services unit upon the effective date of the Contract that the Contractor deems necessary to its provision of healthcare services under the terms of the Contract, will be the responsibility, and shall be provided at the expense of the Contractor. The Department will permit the Contractor, at the Contractor's expense, to install healthcare equipment in addition to the Department-owned items on the inventory list provided. Any additional equipment purchased by the Contractor shall be owned and maintained by the Contractor and shall be retained by the Contractor at Contract termination. Any additional equipment purchased, replaced or modified by the Contractor shall meet or exceed the Department's standards for functionality, sanitation and security as determined by the Department's Office of Health Services. To ensure compliance with all Security requirements, the Contractor shall obtain written authorization from the Contract Manager when repairing or replacing any non-Department owned healthcare service equipment.
- 3.27.6** The Contractor is responsible to have adequate computer hardware and software for staff to perform care, provide required reports and perform functions that equal those of the Department. All required computer equipment must be maintained by the Contractor to ensure compliance with the Department information technology standards.

- 3.27.7 If contracting to provide pharmaceutical services, the Contractor shall inventory all pharmaceuticals in each regional pharmacy and correctional institution, work camp, etc. The Contractor shall purchase the medication from the Department at the Department's current cost and shall credit the Department by monthly invoice, not to exceed six (6) months, for the agreed upon reimbursement for the medications.
- 3.27.8 Healthcare Supplies: All supplies required to provide healthcare services shall be provided by the Contractor. A physical inventory of all healthcare supplies currently existing at each institution will be taken by the Department on or before the new contract implementation date. This will be done in coordination between the Department and the successful Contractor. Both parties will agree on any costs for supplies that the Contractor wishes to retain. The Contractor shall strive to have at least a thirty (30) days' supply of healthcare supplies upon its assumption of responsibility for service implementation at the institutions. A physical inventory of all equipment and healthcare supplies will also be conducted upon the expiration or termination of this Contract with appropriate credit payable to the Contractor, in the event the Department chooses to purchase then existing supplies. The term "healthcare supplies" is defined as all healthcare equipment and commodity items utilized in the provision of comprehensive healthcare services with a unit cost of less than one thousand dollars (\$1,000).
- 3.27.9 Forms: The Contractor shall utilize Department forms as specified to carry out the provisions of this Contract. The Department will provide an electronic copy of each form in a format that may be duplicated for use by the Contractor. The Contractor shall request prior approval from the Contract Manager should he/she wish to modify format or develop additional forms.
- 3.27.10 The Contractor shall not be responsible for housekeeping services, building maintenance, provision of bed linens for inmate housing, routine inmate transportation and security. However, the Contractor shall be responsible for maintaining the health services unit in compliance with Department policy to include sanitation, infection control, etc, according to Department policy. The Contractor shall be responsible for healthcare specialty items utilized in the infirmary including, but not limited to, treated mattresses, and infirmary clothing.

3.28 Audits, Investigations and Legal Actions

The Contractor shall notify the Contract Manager in writing (by email or facsimile) 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 by any State or Federal regulatory or administrative body, or other legal actions or lawsuits filed against the Contractor that relate in any way to service delivery as specified in the resultant contract. In addition, the Contractor shall provide copies of the below-indicated reports or documents within seven (7) working days of the Contractor's receipt of such reports or documents:

- 3.28.1 audit reports for any reportable condition, complaints filed and/or notices of investigation from any State or Federal regulatory or administrative body;
- 3.28.2 warning letters or inspection reports issued, including reports of "no findings," by any State or Federal regulatory or administrative body;
- 3.28.3 all disciplinary actions imposed by any State or Federal regulatory or administrative body for the Contractor or any of the Contractor's employees; and
- 3.28.4 notices of legal actions and copies of claims.

3.29 Security

The Department shall provide security for the contractor'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 the DC personnel.

The Department shall provide security and security procedures to protect the contractor's equipment as well as DC medical equipment. DC security procedures shall provide direction for the reasonably safe security management for

transportation of pharmaceuticals, medical supplies and equipment. The contractor shall ensure that the contractor'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. DC 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

3.30 Contractor's Staffing Requirements

3.30.1 Conduct and Safety Requirements

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

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

In addition, the Contractor shall ensure that all staff adheres to the following requirements:

- 3.30.1.1** The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- 3.30.1.2** The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- 3.30.1.3** The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- 3.30.1.4** The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under this Contract.
- 3.30.1.5** The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 3.30.1.6** At no time shall the Contractor or Contractor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any

correctional officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.

- 3.30.1.7 Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- 3.30.1.8 The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

3.30.2 Background/Criminal Record Checks

- 3.30.2.1 The Contractors' staff assigned to this Contract and any other person performing services pursuant thereto, shall be subject, at the Department's discretion (with the exception of provisions set forth in Section 3.31.2, of this RFP), to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, prior to contract execution, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI. **The Contractor shall bear all costs associated with background/criminal records checks.**
- 3.30.2.2 The Contractor shall ensure that the corresponding Warden or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the Contract. The Contractor shall not offer employment to any individual or assign any individual to work under the Contract, who has not had an NCIC/FCIC background check conducted.
- 3.30.2.3 The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.
- 3.30.2.4 Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or

receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

3.30.2.5 No person who has been barred from any Department institution or other facility shall provide services under this Contract.

3.30.2.6 Department employees terminated at any time by the Department for cause may not be employed or provide services under this Contract.

3.30.2.7 The Contractor shall notify the Department, prior to employing any current or former employee of the Department to provide either full-time or part-time services pursuant to this Contract.

3.30.3 Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties within Florida; and all persons including subcontractors assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>)

3.30.4 Orientation and Training

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

3.30.4.1 The Department will determine what type and duration of orientation and training is appropriate for the Contractor's staff. Job specific orientation/training with regard to particular policies, procedures, rules and/or processes pertaining to the administration of health care at each institution where the Contractor delivers services, shall be coordinated between the Contractor and designated Department staff.

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

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

3.30.4.4 The Contractor shall, at the Contractor's expense, track and document all orientation and training as indicated above. Documentation shall be provided to the Department's Contract Manager upon request.

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

3.30.5 TB Screening/Testing

The Contractor shall ensure that all institutional staff, including subcontractors and other service providers, are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis

Screening and Control Program. The Contractor shall provide the Department's Contract Manager, or designee, with proof of testing prior to the start of service delivery by the staff member and annually thereafter. Documentation shall be provided to the Department's Contract Manager upon request. The Contractor shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing.

3.30.6 Hepatitis Vaccination

The Contractor shall ensure Contractor's staff, performing services under this Contract at institutional sites, is vaccinated against Hepatitis in accordance with the Department of Health's guidelines prior to the start of service delivery. The Contractor shall provide the Contract manager or clinical designee with proof of vaccination prior to the start of service delivery by any Contractor's staff. The Contractor shall bear all costs associated with the vaccination of their staff or subcontractor staff.

3.31 Offender Based Information System (OBIS)

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

3.31.1 OBIS Data Entry

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

3.31.2 OBIS Use and Training

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

3.31.3 OBIS Cost Reimbursements

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

3.32 Reporting Requirements

3.32.1 Format Profiles: The Contractor 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 Contractor shall also provide a web-based method for reviewing the reports.

3.32.2 The Contractor shall provide the following reports electronically in the time frames specified with a hard copy to follow, mailed within five (5) business days of the report due date. All electronic reports shall be downloadable into an excel format, unless otherwise approved by the Department. After initial reporting for the first month or quarter of the contract, changes to the report format required by the Department shall be made by the Contractor. Reports shall be provided to the Contract Manager unless otherwise specified. All reports shall be developed in such a manner as to be understood by the Contract Manager or other Department management staff.

3.32.3 Monthly Pharmacy Reporting

The Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, the monthly reports outlined below. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel format. Final report format to be approved by the Contract Manager:

3.32.3.1 Monthly Pharmacy Reporting

3.32.3.2 Monthly Medication Report: If contracting to provide pharmaceutical services, the Contractor shall provide a Monthly Medication Report, with a summary report broken down by institution and by DC Region, that includes, but is not limited to, the following data:

- 3.32.3.2.1** top 200 medications issued;
- 3.32.3.2.2** total number of mental health prescriptions issued, total cost of mental health medications, and number of inmates receiving mental health medications;
- 3.32.3.2.3** total number of inpatient mental health prescriptions issued at the inpatient mental health units, total cost of mental health inpatient medications, and number of inmates receiving mental health inpatient medications;
- 3.32.3.2.4** total number of HIV/AIDS prescriptions issued, total cost of HIV/AIDS medications issued and number of inmates receiving HIV/AIDS medications;
- 3.32.3.2.5** total number of Hepatitis and Tuberculosis prescriptions issued, total cost of the Hepatitis and Tuberculosis medications and number of inmates receiving Hepatitis and Tuberculosis medications;
- 3.32.3.2.6** total number of prescriptions issued, total cost of all medications issued, and total number of inmates receiving medications; and
- 3.32.3.2.7** number of medication errors and a summary report of those errors.

3.32.3.3 Monthly Non-Formulary Medication Report: If contracting to provide pharmaceutical services, the Contractor shall provide a Monthly Non-Formulary Medication Report that includes, but is not limited to, the following data for each prescription filled:

- 3.32.3.3.1** name of inmate for whom prescription was filled;
- 3.32.3.3.2** name of non-formulary medication issued;
- 3.32.3.3.3** prescribing practitioner; and
- 3.32.3.3.4** cost of non-formulary medication issued.

3.32.3.4 Monthly Comparison Report: If contracting to provide pharmaceutical services, the Contractor shall provide a separate Monthly Comparison Report indicating the percentage of non-formulary prescriptions issued compared to the total number of prescriptions issued.

3.32.3.5 Monthly Prescribing Practices Report: If contracting to provide pharmaceutical services, the Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, a Monthly Prescribing Practices Report that demonstrates prescribing practices by practitioners and includes, but is not limited to, the following data:

- 3.32.3.5.1 non-formulary drugs prescribed; and
- 3.32.3.5.2 controlled substances prescribed.

3.32.3.6 Medication Administration Record (MAR): If contracting to provide pharmaceutical services, the Contractor shall provide to each service location, on a monthly basis, no later than three (3) days prior to the first (1st) day of each month, utilizing a format approved by the Department, Medication Administration Records for each inmate receiving Direct Observed Therapy (DOT) prescriptions at the respective institution. The Contractor shall make changes to the record format as requested by the Department.

3.32.3.7 Monthly Consultant Pharmacist Inspection Report: The Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, a copy of the Monthly Consultant Pharmacist Inspection for each facility which is licensed by the State of Florida, Department of Health and/or the Board of Pharmacy.

3.32.3.8 Drug Exception Request (DER) Report: If contracting to provide pharmaceutical services, the Contractor shall provide to the Contract Manager, by the fifteenth (15th) day of the month following the month of service, a copy of all approved and disapproved Drug Exception Requests (DER).

3.32.4 Monthly Dental Reporting

3.32.4.1 Quarterly Credentialing Report The Contractor shall provide a Quarterly Credentialing Report by each institution which includes a summary of any action taken/conducted/granting of privileges or other credentialing issues at the institution involving an employee, to include outcomes and recommendations.

3.32.4.2 The Contractor shall provide to the Director of Dental Services a Monthly Dental Provider Day Report by institution for all Dentists and Dental Hygienists providing dental treatment during that month.

3.32.4.3 The Contractor shall provide to the Director of Dental Services a Monthly Waiting Time Report for each institution that documents the current waiting time from receipt of an inmate request until the treatment plan appointment (Initial Waiting Time) and the current waiting time between follow-up dental appointments for routine comprehensive dental treatment (Between Appointment Waiting Time).

3.32.5 Monthly Communicable Disease Reporting

3.32.5.1 Weekly Environmental Health and Safety Inspection Report: The Contractor shall provide a Weekly Environmental Health and Safety Inspection Report (DC4-537) by each institution in accordance with Environmental Health and Safety Manual Chapter 3.

3.32.5.2 Weekly Wound Report: The Contractor shall provide a Weekly Wound Report by each institution in accordance with Infection Control Manual.

3.32.5.3 Monthly Prevalence Walks Report: The Contractor shall provide a Monthly Prevalence Walks Report by each institution which includes:

- Prevalence Walk Blood Borne Pathogens and Post Exposure Prophylaxis Form- DC4-788A
- Prevalence Walk--Biomedical Waste—DC4-788B
- Prevalence Walk—Refrigerators—DC4-788C
- Prevalence Walk—Needle Collection Procedures – DC4-788D
- Prevalence Walk—Isolation—DC4-788E
- Prevalence Walk—Fluid, Disinfectants, Antiseptics, and Medications – DC4-788F
- Prevalence Walk—Under Sink Storage—DC4788G
- Prevalence Walk—Environment—DC4-788H
- Prevalence Walk—Ice Machines—DC4-788J
- Prevalence Walk—Hand Washing Practices—DC4-788K
- Prevalence Walk-Hand Sanitizer and Hand Lotion Inventory-DC4-788L

3.32.5.4 Monthly Communicable Disease Report: The Contractor shall provide a Monthly Communicable Disease Report by each institution which includes a summary of any identified communicable disease outbreaks, including surveillance data and actions to prevent future outbreaks.

3.32.5.5 Monthly EOS HIV Lab Test Report: The Contractor shall provide a Monthly EOS HIV Lab Test Report by each institution which includes the number of EOS HIV lab tests completed the previous month.

3.32.5.6 Monthly Inmate TST Report: The Contractor shall provide a Monthly TST Disease Report by each institution which includes a summary of TST testing of inmates in accordance with HSB 15.03.18.

3.32.5.7 Monthly Employee TST Report: The Contractor shall provide a Monthly TST Disease Report by each institution which includes a summary of TST testing of employees in accordance with Procedure 401.015.

3.32.5.8 Monthly Antibiotic Resistant Organism Report: The Contractor shall provide a Monthly Antibiotic Resistant Organism Report (DC4-546D) by each institution in accordance with Infection Control Manual.

3.32.5.9 Monthly Dialysis Infection Control Report: The Contractor shall provide a Monthly Dietary Compliance Report (DC4-669) by each institution in accordance with Infection Control Manual.

3.32.5.10 Monthly Dietary Compliance Report: The Contractor shall provide a Monthly Dialysis Infection Control Report (DC4-539E) by each institution in accordance with Procedure 401.009.

3.32.5.11 Monthly Inmate Health Education Report: The Contractor shall provide a Monthly Inmate Health Education Report (DC4-801) by each institution in accordance with Procedure 403.008.

3.32.5.12 Monthly Infection Control Tables I & II Report: The Contractor shall provide a Monthly Infection Control Tables I & II (DC4-539B) and Infection Control Table IV (DC4-539D) by each institution in accordance with Infection Control Manual.

3.32.5.13 Quarterly Vaccine Report: The Contractor shall provide a Quarterly Vaccine Report (DC4-539F) in accordance with Infection Control Manual.

3.32.6 Nursing Services Reporting

3.32.6.1 Quarterly Mock Medical Code Blue Critique Report: The Contractor shall provide a Quarterly Mock Med Code Blue Critique (DC4-677) in accordance with HSB 15.03.22.

- 3.32.6.2 **Quarterly Medical Code 99 Emergency Work Sheet Report:** The Contractor shall provide a Quarterly Med Code 99 Emergency Work Sheet (DC4-679) in accordance with HSB 15.03.22.
- 3.32.6.3 **Quarterly Impaired Inmate Meeting Report (including meeting):** The Contractor shall provide a Quarterly Impaired Inmate Meeting Report with minutes in accordance with HSB 15.03.25.
- 3.32.6.4 **Annual Disaster Plan Drill Report:** The Contractor shall provide an Annual Disaster Plan Drill Report in accordance with HSB 15.03.06.
- 3.32.6.5 **Annual Emergency Preparedness Roster:** The Contractor shall provide an Annual Emergency Preparedness Roster in accordance with HSB 15.03.06.
- 3.32.7 **Outbreak/Communicable Disease Reporting**
 - 3.32.7.1 **Summary of Infection Control Investigation Table V Report:** The Contractor shall provide an immediate Summary of Infection Control Investigation Table V Report (DC4-539) by each institution in accordance with Infection Control Manual.
 - 3.32.7.2 **Summary Outbreak Report:** The Contractor shall provide an immediate Summary Outbreak report (DC4-539A) by each institution in accordance with Infection Control Manual.
 - 3.32.7.3 **Summary Tuberculosis INH Information Summary Report:** The Contractor shall provide a Tuberculosis INH Health Information Summary Report (DC4-758) by each institution completed before end of sentence in accordance with HSB 15.03.18.
 - 3.32.7.4 **Summary HIV/Aids Health Information Summary Report:** The Contractor shall provide a HIV/Aids Health Information Summary Report (DC4-682) by each institution completed before end of sentence in accordance with HSB 15.03.18.
 - 3.32.7.5 **Summary Bloodborne Pathogen Report:** The Contractor shall provide a Inmate Bloodborne Pathogen Report (DC4-798) by each institution in accordance with Bloodborne Pathogen Manual.
- 3.32.8 **Monthly Mental Health Reporting**
 - 3.32.8.1 **Aftercare Status Report:** The Contractor shall provide a monthly Aftercare report in accordance with HSB 15.05.21.
 - 3.32.8.2 **Mental Health Emergency and Admission/Discharge Reports:** The vendor shall provide OHS with monthly reports that include information about mental health emergencies, incidents of self-harm behavior, admissions/discharges from inpatient units, and admissions/discharges from infirmary care for inmates on Self-Harm Observation Status.
 - 3.32.8.3 **Outside Medical Care Report:** The vendor shall also provide OHS with a written mental health summary in a format designated by OHS for all inmates who engage in self-injurious behaviors that result in transportation to an outside medical facility.
- 3.32.9 **Monthly Administrative Reporting**
 - 3.32.9.1 **Monthly Staffing Report:** The Contractor shall provide a Monthly Staffing Report by each institution which includes, but not limited to, position title, staff member's name, position number, date of hire, full or part time hours, start date, shift, vacant date and penalty date.
 - 3.32.9.2 **Monthly Personnel Action Report:** The Contractor shall provide a Monthly Personnel Action Report by each institution which includes a summary of any personnel actions, positive and/or

negative, taken on an employee. In addition, the report shall include a summary of FCIC/NCIC/E-Verify conducted on employees during the month. The report shall not include protective data or any references that are in violation of federal and/or state law.

- 3.32.9.3 **Monthly Medical Equipment Report:** The Contractor shall provide a Monthly Medical Equipment Report by each institution which includes a summary of any medical, dental and/or non-medical equipment.
- 3.32.9.4 **Quarterly Inspection/Survey/Certification Report:** The Contractor shall provide a Quarterly Inspection/Survey/Certification Report by each institution which includes a summary of any inspections/surveys conducted at the institution directly or indirectly involving health services, to include outcomes and any corrective action plans.
- 3.32.9.5 **Monthly Inmate Refusal Report:** The Contractor shall provide a Monthly Inmate Refusal Report by each institution which includes a summary of any inmate's refusal of healthcare. The report shall not include protective data or any references that are in violation of federal and/or state law.
- 3.32.9.6 **Quarterly Cost Report:** The Contractor shall provide a quarterly a report of its operating costs to include, at a minimum, employee salaries and benefits, ancillary services, medication, and medical supplies used for each institution. These cost reports should be submitted in a format approved by the Contract Manager. Any changes made to this format by the Department during the term of the contract shall also be made by the Contractor.

3.32.10 Utilization Reporting Requirements

- 3.32.10.1 **Monthly Reports:** The Contractor shall provide to the Contract Manager a monthly report by the tenth (10th) business day each month for the preceding month:
 - 1. Daily Inpatient Hospital Reporting by Diagnostic Related Groups (DRG)/Current Procedural
 - 2. Terminology (CPT) Data Elements
 - 3. Diagnostic Related Grouping Codes for Admission, On-going Length of Stay and Discharge
 - 4. Inmate procedures report by DRG/CPT Coding, by Facility, by Provider
 - 5. Inpatient Days per Month
 - 6. Average Length of Stay
 - 7. Routine/Urgent Consult Status Reporting to include:
 - a. Number of days from "request for medical care" (consult) to "seen"
 - b. Number of cancelled appointments by network provider
 - c. Number of cancelled appointments by institutions due to security issues
- 3.32.10.2 **Quarterly Reports** The Contractor shall provide to the Contract Manager a quarterly report by the tenth (10th) business day of January, April, July and October reflecting the following cumulative information gathered over the previous calendar quarter or portion thereof:
 - 1. Identification of Outliers, Variance/Variability based on DRG to Length of Stay
 - 2. Identification of Patterns of Prescribing and Trends Analysis
 - 3. Data Cost Analysis of services provided and comparative data for indicators measured with the goal of cost containment.
 - 4. Cost per Day – Inpatient Hospital, Inpatient at RMC, Infirmary Care
 - 5. Cost per Surgical Case and/or Surgical Procedure
 - 6. Cost by Diagnostic Codes, Provider, Facility, Region, and Inmate
 - 7. Summary report of Unauthorized / Disapproved Claims with explanation

3.32.11 Other Reporting Requirements

- 3.32.11.1 Quality Management Reports: The Contractor shall ensure all Clinical Quality Management Reports as further described in Quality Management series, including Mortality Review, Risk Management and Infectious Disease reporting, as applicable, are properly completed and submitted as directed in the respective Health Service Bulletins, to the Contract Manager and Quality Management section in Central Office-Office of Health Services.
- 3.32.11.2 The Contractor shall comply with applicable continuing reporting requirements as determined by the Assistant Secretary of Health Services or designee for reports to and from the Department and the Healthcare Contract Monitor.
- 3.32.11.3 The Contractor shall provide a quarterly report listing all contractor-employed credentialed providers to the Contract Manager. This report will include the provider name, health care license type and status, job title, privileges granted, credentialing status, date started at a Department facility and date no longer working at a Department facility if the contractor employee started or ceased providing services during the reporting period.
- 3.32.11.4 The Contractor shall self-monitor compliance with the performance measures listed in Section 3.34 of this solicitation and provide one quarterly report indicating the compliance rates for each institution. The report shall also note any steps taken to correct areas of service where the compliance rate falls below the threshold. This self-monitoring is in addition to any performance measure monitoring to be conducted by the Department. This self-monitoring report will be due to the contract manager no later than twenty-one days after the end of each quarter.
- 3.32.11.5 AdHoc Reports: The Department reserves the right to require additional reports, adhoc reports, information pertaining to Contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates or other parties. The Contractor shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When time is of the essence, the Contractor shall make every effort to answer the request as soon as possible so that the Department can respond to the authority or party making the request.

3.33 Contract Termination Requirements

If, at any time, the Contract is canceled, terminated or otherwise expires, and a Contract is subsequently executed with a firm other than the Contractor, or service delivery is resumed by the Department, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor (or to the Department). This includes, but is not limited to, the development of a Department approved transition plan that includes health record updates and disposition, identification of hospitalized inmates, inventories of equipment and supplies (pharmaceuticals, if applicable, etc.), disposition of employee health and safety training education and immunization records, and final submission of all required monthly, quarterly, and annual reports. The Contractor shall work with the Department during that time to coordinate the phase-out schedule, with the understanding that as institutions are removed from the Contract, the Contractor understands that its revenue will drop. The Contractor shall make timely provision of all contract-related documents and information, not otherwise protected from disclosure by law to the replacing party.

The Contractor shall submit a transition plan to the Contract Manager no less than one hundred and twenty (120) days prior to intended contract termination by the Contractor outlining steps for transition of service upon contract expiration or in the event of contract termination. The plan shall set forth the date and time of transfer of responsibility by the Contractor to the entity assuming service, with a schedule for each institution as well as a transfer plan for any inmates in outside hospitals at the time of transition. Failure to timely submit the transition plan shall result in forfeiture of ten percent (10%) of the final monthly payment. In addition, upon the expiration date of the Contract, the Contractor shall provide inventories of equipment consistent with the levels and types of inventories provided upon Contractor's initial assumption of services under the Contract.

3.34 Contractor's Performance

The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under the Contract resulting from this RFP.

The monitoring of comprehensive health service delivery will take place four (4) times a year. The audit will be performed by the Department's Office of Health Services.

3.34.1 Performance Outcomes, Measures, and Standards

The Department's Office of Health Services will monitor Contractor's performance in a continuous and ongoing effort to ensure compliance with requirements of the contract commencing 90 days after the initiation of this contract. These requirements and/or expectations will be based on the current ACA Standards for Health Care Performance Based Standards and Expected Practices and/or NCCHC Standards, the inmate health services RFP/Contract specifications and the Department's Policies and Procedures. The Contractor will provide the Department's Office of Health Services with all medical, dental and mental health records; logbooks; staffing charts; time reports; inmate grievances; and other reasonably requested documents required to assess the contractor's performance. Actual performance will be based on a statistically-significant sample compared with pre-established performance criteria. An audit by the Department will be performed quarterly to assess contract compliance. The following is a summary of general performance indicators. These indicators do not represent the complete description of the Contractor's responsibility. The Department reserves the right to add/delete performance indicators as needed to ensure the adequate delivery of healthcare services. Performance criteria include, but are not limited to, the following contract deliverables:

3.34.1.1 MEDICAL SERVICES

3.34.1.1.1 Access to Care

1. **Inmates have access to care to meet their serious medical, dental, and mental health needs.**

Outcome: Inmates have access to care in a timely manner with referral to an appropriate clinician as needed.

Measure: Documentation by DC4-698B, DC4-698A, and the Call Out Schedule (OBIS).

Standard: Achievement of outcome must meet one hundred percent (100%) of chart reviews.

Reference: Procedure 403.006, HSB 15.05.20 and HSB 15.03.22.

2. **All inmates receive information regarding access to care procedures immediately upon arrival at reception and at new facility in a language that is understandable to them.**

Outcome: A comprehensive health services orientation will be completed upon arrival.

Measure: Documentation by DC4-773 and/or OBIS and inmate receives Health Services Inmate Orientation Handbook

Standard: Achievement of outcome must meet one hundred percent (100%) of inmates receives information regarding access to care and have documentation in the record to support it.

Reference: Procedures 403.008, 401.014, HSB 15.01.06

3.34.1.1.2 Refusal of Health Care Services

Process for refusal of health care services by inmates and the documentation of inmate-initiated decision to decline a procedure/treatment that a health care clinician has indicated is medically necessary.

Outcome: Inmates are provided a process for refusal of health care and the documentation thereof.

Measure: Refusal noted in OBIS; Documentation by DC4-711A

Standard: Achievement of outcome must meet ninety percent (90%) of record and OBIS reviews.

Reference: Procedure 401.002

3.34.1.1.3 Reception, Transfers and Continuity of Care

1. All inmates receive an initial intake screening by a nurse.

Outcome: All inmates have an Initial Intake Screening completed by a nurse upon entry.

Measure: Complete documentation in health record via Computer-Assisted Reception Process (CARP)

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Procedure 401.014

2. A proper medical health appraisal is provided to inmates upon reception

Outcome: Every newly committed inmate will receive a complete medical health appraisal within fourteen (14) days of arrival at the reception center

Measure: Completed DC4-707

Standard: Achievement of outcome must meet one hundred percent (100%) of record reviews.

Reference: Procedure 401.014 and Health Services Bulletin 15.01.06

3. Health Classification - Identify medical, mental health, work, transportation, and impairment status of inmates.

Outcome: Inmates will be assigned an appropriate grade identifying his/her Medical, Mental Health, Work, Transportation, Impairment status; and single dose medication requirement if appropriate. The Health Classification grade will be updated when inmate's condition or need changes.

Measure: Documentation by DC4-706 and Documentation of Health Classification in OBIS

Standard: Achievement of outcome must meet ninety five percent (95%) of record reviews.

Reference: Procedure 401.014, HSB 15.01.06, HSB 15.03.13

4. Transfer/Arrival Summary: Continuity of care is provided when movement/transfer of inmates occur through the transfer of inmate comprehensive health records, confidential maintenance of health information, and required medications.

Outcome: Transfer section is completed by the sending institution and the Arrival Summary is completed by the receiving institution upon arrival.

Measure: Completed DC4-760A

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: Procedure 401.017, 401.014

5. Continuity of Care: Inmates referred to a clinician during the Initial Intake Screening are provided with appropriate care.

Outcome: Inmates who are referred to a clinician are seen by an appropriate level clinician in accordance with established guidelines for routine, urgent and emergent care.

Measure: Completed DC4-701

Standard: Achievement of outcome must meet one hundred percent (100%) of records reviewed.

Reference: Procedure 401.014

6. Inmates have continuity of prescribed medication.

Outcome: Inmates that have a current prescribed medication/s when arriving to the new institution have continuity of medication.

Measure: Completed DC4-760A and DC4-701A

Standard: Achievement of outcome must meet one hundred percent (100%) of records reviewed.

References: Procedure 401.017

7. Medication Administration

a. Outcome: Inmates are administered medication as ordered by the Clinician

Measure: DC4-701A

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Procedure 403.007 *Medication Administration and Refusals*

b. Outcome: Medications are documented on the DC4-701A *Medication and Treatment Record*. Each dose of medication not administered is circled and an explanation written on the back of the DC4-701A.

Measure: DC4-701A

Standard: Achievement of outcome must meet ninety percent (95%).

Reference: Procedure 403.007 *Medication Administration and Refusals*

3.34.1.1.4 Pre-Release Planning

All Inmates are offered HIV testing prior to End of Sentence (EOS)

Outcome: All inmates are offered an HIV Test prior to the EOS Date unless the inmate has a previous positive HIV Test Result on file.

Measure: Documentation of an HIV test result, signed consent or refusal in medical record.

Standard: Achievement of outcome one hundred percent (100%).

Reference: Section 945.355, Florida Statutes

3.34.1.1.5 The Problem List in medical record documents inmate's current medical problems

Outcome: Inmate medical record has an up to date Problem List.

Measure: Current medical, mental or dental issues are documented on the Problem List "DC4-730" in the medical record.

Standard: Achievement of outcome must meet ninety percent (90%).

Reference: Procedure 401.014

3.34.1.1.6 Specialized Medical Care

1. Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated.

Outcome: Provide specialty consultation appointments.

Measure: A completed Consultation Request/Consultant Report Form "DC4-702" in the record and a log that reflects appointments are made in accordance with established guidelines for routine, urgent and emergent care.

Standard: Achievement of outcome ninety-five percent (95%).

Reference: HSB 15.09.04

2. Follow up care after Specialty Consultation

Outcome: Inmates seen by a specialist will have the Consultant Report reviewed by the clinician. The clinician will either approve recommended procedure/treatment or recommend alternative clinically appropriate treatment options and discuss them with the inmate.

Measure: Completed Consultation Request/Consultant Report Form "DC4-702" Chronological Record "DC4-701 for entry by clinician of clinically appropriate procedure/treatment and communication with inmate record review for procedure/treatment implementation.

Standard: Achievement of outcome one hundred percent (100%)

Reference: HSB 15.09.04.

3.34.1.1.7 Hunger Strikes

Outcome: The Chief Health Officer at the institution is responsible for the treatment of inmates on hunger strike.

Measure: Documentation of appropriate medical interventions as outlined in Procedure 403.009, Management of Hunger Strikes.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Procedure 403.009

3.34.1.1.8 Prescribed Therapeutic Diets

Outcome: Therapeutic Diets are prescribed by a clinician.

Measure: Diet Prescription/ Order "DC4-728" signed by clinician.

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: Procedure 401.009

3.34.1.1.9 Documentation

Staff is to provide appropriate documentation of health care treatments, diagnostics, services and related health care issues.

Outcome: Documentation is complete and legible in accordance with policy and procedure.

Measure: Documentation on all forms is in accordance with policy.
Standard: Achievement of outcome ninety five percent (95%).
Reference: Nursing Manual and Florida Statute 458.331

3.34.1.1.10 Chronic Illness Clinics

Inmates with a Chronic Illness will be seen in a Chronic Illness Clinic (CIC) at the appropriate interval as determined by the HSB and physician.

Chronic illness clinics include, but are not limited to:

Immunity	Cardiac
Gastrointestinal	Endocrine
Neurology	Respiratory
Oncology	Miscellaneous

- 1. Outcome:** Inmates will be assigned to the appropriate chronic illness clinic based on clinical need.
Measure: DC4-701F
Standard: Achievement of outcome ninety five percent (95%)
Reference: HSB 15.03.05
- 2. Outcome:** Inmate in chronic illness is seen by the clinician in accordance with HSB and clinical need.
Measure: DC4-701F
Standard: Achievement of outcome ninety five percent (95%)
Reference: HSB 15.03.05
- 3. Outcome:** Lab results are available to the clinician prior to chronic illness appointment.
Measure: Documentation that lab results were available in the medical record.
Standard: Achievement of outcome ninety five percent (95%)
Reference: HSB 15.03.05
- 4. Outcome:** Appropriate Flow Sheet was completed during chronic illness clinic appointment
Measure: Completed appropriate DC4-770
Standard: Achievement of outcome ninety five percent (95%)
Reference: HSB 15.03.05

3.34.1.1.11 Lab testing and results

- 1. Outcome:** All diagnostic tests are obtained as prescribed or clinically indicated.
Measure: Documentation of orders on DC4-701, DC4-714B.
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: HSBs 15.03.04 and 15.05.20
- 2. Outcome:** Clinician reviews results of diagnostic test
Measure: Results are initialed by a clinician indicating review
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: HSB 15.03.05; TI 15.03.39, HSB 15.05.20

3. **Outcome:** Clinician orders and implements plan of care for abnormal diagnostics.
Measure: Documentation of plan and implementation on the DC4-701.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.03.05; TI 15.03.39 and HSB 15.03.24
4. **Outcome:** Lab results and diagnostics are available to the clinician prior to appointment.
Measure: Documentation that lab results were available in the health record, DC4-701.
Standard: Achievement of outcome (100%)
Reference: HSBs 15.03.24, 15.03.04

3.34.1.1.12 OB/GYN Care

1. **Outcome:** Pregnant inmates are assigned a medical grade M-9.
Measure: Documentation reflects medical grade M-9 on DC4-706, Health Profile Sheet.
Critical Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: TI 15.03.39
2. **Outcome:** Pregnant inmates are seen by a licensed physician for obstetrical care.
Measure: Completed DC4-701F in Health record
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: TI 15.03.39
3. **Outcome:** All pregnant inmates will be offered HIV testing
Measure: HIV test result or signed refusal DC4-711 A in the Health Record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Section 384.31, Florida Statutes, Rule 64D-3.019 Florida Administrative Code, TI 15.03.39
4. **Outcome:** All pregnant inmates will have a hepatitis B (HBsAg) test at the initial prenatal visit and at twenty eight (28) weeks to thirty two (32) weeks gestation.
Measure: Hepatitis B test result or signed refusal DC4-711A in the Health Record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39
5. **Outcome:** All pregnant inmates will have a syphilis test at the initial prenatal visit and at twenty eight (28) weeks to thirty two (32) weeks gestation.
Measure: Syphilis test result or signed refusal DC4-711A in the Health Record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39
6. **Outcome:** All pregnant inmates will receive counseling including a discussion concerning the risk to the infant and the availability of treatment for HIV, hepatitis B and syphilis prior to testing.

Measure: Documentation that counseling, discussion or a signed refusal DC4-711A is in the Health Record

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39

7. **Outcome:** Breast examination self-examination, and professional examination are in accordance with those of the United States Preventive Services Task Force (USPSTF).

Measure: Complete documentation on DC4-686 in the Health Record.

Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: HSB 15.03.24

8. **Outcome:** Routine screening mammograms are performed in accordance with policy.

Measure: Mammogram result or signed refusal is in the Health Record.

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: HSB 15.03.24

9. **Outcome:** Mammography shall be performed on all inmates with suspicious breast masses or lumps.

Measure: Mammogram result or signed refusal is in the Health Record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.03.24

10. **Outcome:** Complete routine Pap smear per policy.

Measure: Completed DC4-686 or signed refusal in the Health Record.

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: HSB 15.03.04

3.34.1.1.13 Sick Call hours/Access to care

1. **Information is provided to inmates on access to care and sick call hours at reception and new assignment to a facility.**

Outcome: Medical will post sick call and pill line hours in English and Spanish in the Housing Dorms and Medical Unit. Sick call hours will not be held after dark.

Measure: Observation: Sick Call and Pill Line Hours posted in English and Spanish in the Housing Dorms and Medical Unit.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Procedure 403.006

2. **Sick Call Request process**

- a. **Outcome:** No inmate is denied access to sick call. Inmate may submit a sick call request seven (7) days a week if the inmate is in confinement, and five (5) days a week in a clinic setting.

Measure: Sick call request form DC4-698A or sign up List DC4-698B

Standard: Achievement of outcome must meet ninety five percent (95%)

Reference: Procedure 403.006

- b. **Outcome:** Sick call request is triaged by a nurse daily and prioritized as (1) Emergent, (2) Urgent or (3) Routine.

Measure: Documentation by nurse on sick call request form DC4-698A and DC4-698B.

Standard: Achievement of outcome must meet ninety five percent (95%)

Reference: Procedure 403.006

- c. **Outcome:** The inmate's sick call request is scheduled and followed up according to priority. All emergencies are seen immediately.

Measure: DC4-698A, DC4-698B, DC4-683 Series

Standard: Achievement of outcome must meet ninety five percent (95%)

Reference: Procedure 403.006

3. Sick Call Referral process

Outcome: All inmates who come to sick call on the third (3rd) time with the same complaint (unless it is scheduled) will be referred and evaluated by a clinician.

Measure: Documentation on DC4-701 by clinician for sick call complaint.

Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: Procedure 403.006

3.34.1.1.14 No Show for medical appointments, etc.

Outcome: Inmates who do not come for scheduled appointments and/or medication will be reported to security.

Measure: Documentation on the No Show Call Out Log "DC4-701L" and signed refusal and/or entry in OBIS of No Show or documentation of refusal on the Medication Administration Record.

Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: Procedure 403.007

3.34.1.1.15 Specialty Care

1. Wound prevention and care

Outcome: Prevention of and care for inmate's wounds in accordance with the Wound Program in the Infection Control Manual Chapter XXII.

Measure: Complete documentation DC4-683W, DC4-804, DC4-803, DC4-805, DC4-701A

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: Infection Control Manual Chapter XXII

2. Palliative Care

Outcome: Provide palliative care for inmates when clinically indicated.

Measure: Palliative Care provided as outlined in 15.02.17

Standard: Achievement of outcome must meet one hundred (100%).

Reference: TI 15.02.17

3. Vision Care

- a. **Outcome:** All inmates will receive a vision screening during the reception process, routine, emergent screening based on inmate need.

Measure: Documented vision screening at reception, routine, emergent in medical record.

Screening performed with glasses and without glasses when applicable

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.02.10

- b. **Outcome:** Optometry consults will be provided to inmates based on their visual acuity.

Measure: Documented Consultation Request optometry for visual acuity of 20/60 or worse in either eye OR uncorrected near vision of 20/60

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.02.10

- c. **Outcome:** Ophthalmology consults will be provided to inmates based on specific eye/vision complaints

Measure: Documentation of referral to an ophthalmologist for diagnosis and treatment for all inmates with complaints of new onset of diplopia, sudden onset of flashes or floaters, loss of part or all of vision in either eye, blurred vision, pain in or around the eye/s, or acute/intermittent/chronic red eye.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.02.10

3.34.1.1.16 Auditory Care

Outcome: Provide proper auditory evaluation, prevention and care to inmates that include the treatment and /or the appropriate corrective systems to inmates.

Measure: Documentation in medical record that hearing complaints/deficits were evaluated by a clinician

Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: HSB 15.03.27

3.34.1.1.17 Emergency Services, Emergency Plan and Training

1. **Outcome:** There is a plan for the immediate response and care of inmates with medical, dental and mental health emergencies.

Measure: Documentation of DC4-701C, appropriate DC4-683 Nursing Protocol or appropriate DC4-701 SOAPE note

Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: HSB 15.03.22

2. **Outcome:** There is an institutional health services emergency plan that includes emergency twenty four (24) hour coverage

Measure: Documentation on DC4-680, DC4-679

Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: HSB 15.03.06, HSB 15.03.22

3. **Outcome:** Training for emergency care of inmates will be provided to all health care staff

Measure: Documentation on DC2-901, DC4-678, DC4-677, First Aid Training, CPR/AED Certification

Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: HSB 15.03.22

3.34.1.1.18 Prison Rape and Elimination Act

Outcome: All Medical Staff receives training on the Prison Rape and Elimination Act Procedure and associated Health Services Bulletin.

Measure: Documentation on file that Medical Staff had training in PREA; compare employee roster with training documents

Standard: Achievement of outcome must meet one hundred percent (100%) of record reviews.

Reference: Federal Senate Bill 1435, Prison Rape Elimination Act (PREA), Florida Statute 944.35, Florida Administrative Code Chapter 33-602 and Sections 33-208.002 and 33-208.003, Prison Rape: Prevention, Elimination and Investigation 108.010 and Post-rape Medical Action, 15.03.36, DC4-683M.

3.34.1.1.19 Alleged Sexual Battery/Post-Rape Medical Action

Outcome: Medical Staff delivers care as outlined per policy to inmates who state they are the victim of an alleged sexual battery.

Measure: Completed DC4-683M

Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: Procedure 108.010, HSB 15.03.36, DC4-683M

3.34.1.1.20 Infirmary services

A separately defined medical area/infirmary shall be maintained that provides organized bed care and services for patients admitted for twenty-four (24) hours or more and is operated for the expressed or implied purpose of providing nursing care and/or observation for persons who do not require a higher level of inpatient care.

1. **Outcome:** There will be a physician or designee on call for the infirmary twenty four (24) hours seven (7) days a week.

Measure: Review on call-schedule. Physician (or designee) rounds performed and documented daily on either a DC4-714A or DC4-701.

Standard: Achievement of outcome one hundred percent (100%).

Reference: HSB 15.03.26

2. **Outcome:** Infirmary nursing services provided under the direction of a registered nurse.

Measure: Staff schedule will have a registered nurse scheduled twenty four (24) hours seven (7) days.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.03.26

3. **Outcome:** Inmates who exceed twenty three (23) hours of observation are admitted to the infirmary.

Measure: Documentation of DC4-732 (nurse admit form), DC4-714B, 797E (infirmary log).

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: HSB 15.03.26

4. **Outcome:** Physician infirmary rounds made on a daily basis (Monday – Friday), except holidays.

Measure: Completed DC4-714A

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.03.26

5. **Outcome:** The initial nursing admission is completed with 2 hours of admission.

Measure: DC4-684

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.03.26

6. **Outcome:** Nursing rounds are made every two hours in the infirmary.

Measure: DC4-717

Standard: Achievement of outcome must meet ninety-five percent (95%).

Reference: HSB 15.03.26

7. **Outcome:** A discharge summary for an admitted inmate completed within 48 hours of discharge.

Measure: Completed documentation on DC4-713B (DC4-657 for a mental health patient) completed by the physician (or designee) within 48 hours of discharge.

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: HSB 15.03.26

8. **Outcome:** Nurse will perform Infirmary Patient Assessment per policy.

Measure: Completed documentation on DC4-684 three times a day unless order more frequently by clinician.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.03.26, DC4-684

3.34.1.1.21 Periodic screening

Periodic screening provides evaluation and documentation of inmate/patient's health status and preventive health maintenance.

Outcome: Inmates receive a periodic screening.

Measure: Completed Periodic Screening DC4-541 in accordance with schedule outlined in Health Services Bulletin 15.03.04.

Standard: Achievement of outcome must meet ninety five percent (95%)

Reference: HSB 15.03.04

3.34.1.1.22 Pre-release Screening

Provide evaluation and documentation of inmate/patient's health status at time of release.

Outcome: Inmates receive screening by a clinician prior to release to Customs Enforcement, parole, placement in a work release facility or community correctional center.

Measure: Completed Pre-release DC4-549 original in medical record.

Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: HSBs 15.03.04 and 15.03.29

3.34.1.1.23 Impaired inmate services, including inmate assistants for impaired inmates

1. **Outcome:** Inmates with impairments are placed in settings that can adequately provide for their healthcare treatment needs.
Measure: Inmate impairment grade in record matches the Institution's impairment designation.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Procedure Transfer for Medical Reasons 401.016, Health Services Bulletin Impaired Inmate Services 15.03.25
2. **Outcome:** Inmates who are assigned to assist impaired inmates will receive required training.
Measure: Complete documentation DC4-526
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Health Insurance Portability and Accountability Act, Florida Administrative Code 33-210.201 and 33-401.701, Procedure 403.011

3.34.1.1.24 Special Housing

1. **Outcome:** Inmates in special housing receive a Pre-Confinement Physical.
Measure: Completed Special Housing Appraisal or Pre-Confinement Physical "DC4-769"
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 403.003, DC4-769
2. **Outcome:** Nursing staff make daily rounds in special housing.
Measure: Documentation of daily rounds on Nursing Special Housing Rounds "DC4-696"
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 403.003, DC4-696

3.34.1.1.25 Inmate Passes

Outcome: Inmate receives medical pass based on sound medical judgment.
Measure: Clinician documentation on the Chronological Record of Health Care DC4-701 supports need for pass.
Standard: Achievement of outcome must meet ninety five percent (95%)
Reference: HSB 15.02.16, DC4-701D

3.34.1.1.26 Post Use of Force

Outcome: A post use of force physical examination will be performed by nursing staff with notification and/or referral to a clinician as clinically indication.
Measure: Complete documentation on the Emergency Room Record "DC4-701C", Diagram of injury "DC4-708" and referral to clinician.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Rule 33-602.210, Florida Administrative Code ("Use of Force")

3.34.1.1.27 Medication Administration

Outcome: Medication is administered by nursing utilizing standard precautions and adherence to the six rights (inmate, time, medication, route, dose, documentation) of administration.
Measure: Observation and interview
Standard: Achievement of outcome must meet ninety-five percent (95%).

Reference: Nursing Standard

3.34.1.1.28 Tools and Sensitive Item Control

Outcome: Medical Staff will manage tools and sensitive items according to policy. Syringes, needles and medical tools are counted and kept secure.

Measure: Counts match Reserve Sharps Bulk Inventory DC4-765R and Syringes and Other Sharps DC4-Each shift of the Tool Site Inventory Log "DC6-284" is signed by medical staff.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Procedure 602.037

3.34.1.1.29 Infection Control and Communicable Disease

Outcome: Reportable diseases and conditions will be reported to the Department of Health.

Measure: Complete documentation on the DC4-710 and timely notification to the Department of Health.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Rule 64D-3, Florida Administrative Code, Infection Control Manual Chapter XII.

3.34.1.1.30 Inmate Communicable Disease Education

Provide inmates with education on human immunodeficiency virus, acquired immune deficiency syndrome, and other communicable disease.

Outcome: Inmates will be provided with Communicable Disease Education within seven (7) calendar days of inmate's arrival to each receiving institution

Measure: Date of education is entered in the Offender-Based Information System within seven (7) calendar days of inmate's arrival to each receiving institution.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Florida Statute 945.35, Procedure 403.008

3.34.1.1.31 Medical Isolation for Suspected Communicable or Infectious Disease

Inmate is placed in an isolation cell if suspected of having a communicable or infectious disease such as Tuberculosis, Chickenpox, etc.

Outcome: Any inmate diagnosed or suspected of having a communicable or infectious disease shall be isolated until rendered noninfectious.

Measure: Isolation precautions will be documented in the medical record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Infection Control Manual Chapter XIII

3.34.1.1.32 Immunization Administration and Documentation

1. **Outcome:** During the reception process inmate's immunization history will be assessed and documented.

Measure: Immunization history documented on the Immunization Record "DC4-710A".

Standard: Achievement of outcome must meet ninety-five percent (95%)

Reference: HSB 15.03.30

2. **Outcome:** Inmates will receive immunizations in accordance with established policy.
Measure: Completed signed consent or refusal and documentation of Immunization on DC4 710-A.
Standard: Achievement of outcome must meet ninety-five percent (95%)
Reference: HSB 15.03.30.

3.34.1.1.33 Tuberculosis Program

1. Employee Tuberculosis Screening

Outcome: All Department employees whose duties are expected to bring them into contact with inmates and for contract employees, who perform their duties in institutions, must be screened/tested for tuberculosis upon application or hire, as appropriate and screened/tested annually thereafter.

Measure: Review monthly report DC4-782B for percentage of compliance of TST including results.

Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: Procedure 401.015

2. Inmate Tuberculosis Screening

Outcome: All inmates are screened for Tuberculosis with the Tuberculosis Symptom Questionnaire "DC4-520C"

Measure: Documentation on the Tuberculosis Symptom Questionnaire "DC4-520 C" is complete.

Standard: Achievement of outcome must meet ninety-five percent (95%)

Reference: HSB 15.03.18

3. Inmate Tuberculosis Skin Testing

Outcome: Inmates with no history of a previous positive Tuberculosis Skin Test (TST) results will have TST per schedule outlined in Health Services Bulletin 15.03.18.

Measure: Documentation that scheduled TST's were noted on the Immunization record "DC4-710 A" results read in 48-72 hours and documented in millimeters (mm) of induration.

Standard: Achievement of outcome must meet ninety-five percent (95%)

Reference: HSB 15.03.18

3.34.1.1.34 Infection Control Surveillance and Monitoring

1. **Prevalence walks will be performed by the Infection Control Nurse or designee.**

Outcome: Prevalence walks will be performed by the Infection Control Nurse or designee

Measure: Complete documentation on Prevalence walk collection form DC4-788 series.

Standard: Achievement of Outcome must meet ninety-five percent (95%).

Reference: Infection Control Manual Chapter XI

2. **Infection Control Nurse or designee will collect surveillance data on acute infections.**

Outcome: Medical staff at all institutions will collect surveillance data on selected active, acute infections according to standard infection control surveillance procedures.

Measure: Complete documentation of all DC4 539 A Summary of Infection Control Investigations-Table V, DC4 539 B Infection Control Tables I and II, DC4 539 E Dialysis Unit Infection Control Report.

Standard: Achievement of Outcome must meet ninety-five percent (95%).

Reference: Infection Control Manual Chapter V

3. Management of Methicillin Resistant Staphylococcus Aureus

Outcome: Inmates will be screened for MRSA infection as outlined in chapter XIX of the Infection Control Manual

Measures: Review of medical record will have the following criteria met:

- Inmates undergoing intake medical screening will be carefully evaluated for skin infections. Inmates will be screened for infections at intake using the "Health Information Arrival Summary," DC4-760A.
- Inmates with skin infections will be referred to the medical unit and placed on callout for assessment and treatment as needed, "Medical Medication Appointment Slip," DC4-766 may be used.
- Inmates reporting to medical with a skin infection will be assessed using the "Skin and Rash Assessment," DC4-683W.
- Any inmate complaining of spider bites will be assessed for MRSA infection.

Standard: Achievement of Outcome must meet ninety-five percent (95%).

Reference: Infection Control Manual Chapter XIX

4. Bloodborne Pathogens

a. **Outcome:** All bloodborne pathogen exposure incidents must be assessed by medical to determine the significance and risk.

Measure: Review of DC4-798 (Bloodborne Pathogens Exposure – Screening Incident) and DC4-799 (Inmate Bloodborne Pathogen Exposure Report).

Standard: Achievement of Outcome must meet one hundred percent (100%).

Reference: Infection Control Manual Chapter XIX and Bloodborne Pathogen Exposure Control Plan

b. **Outcome:** Each facility will develop a Biomedical Waste Plan which addresses the definition, collection, storage, decontamination and disposal of regulated biomedical waste.

Measure: During site visit nurse will observe for Bio-Hazardous waste being placed in red bags and disposed of appropriately and inappropriate waste in red biohazard bags. Ref DC4-788B

Standard: Achievement of Outcome must meet one hundred percent (100%).

Reference: Bloodborne Pathogen Exposure Control Plan, Florida Administrative Code (F.A.C.)chapter 64E-16 and chapter 33, FDC Environmental Health and Safety Manual.

c. **Outcome:** The storage of "clean" supplies is prohibited in biomedical waste, storerooms except that unused supplies (e.g., red, yellow, water-soluble bags, unfilled biomedical waste containers) and cleaning chemicals and housekeeping supplies may be stored there).

Measure: Nurse will check biohazard store rooms for clean supplies during site visits.

Standard: Achievement of Outcome must meet one hundred percent (100%).

Reference: Bloodborne Pathogen Exposure Control Plan

5. Chest x-rays

Outcome: Chest x-rays (CXR) are completed on inmates who have tuberculosis symptoms or a documented positive TST conversion within the last two years and have either not received or completed treatment.

Measure: Documentation that CXR was completed within seventy two (72) hours of completion of DC4-520C and CXR reports

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.03.18

6. Tuberculosis Screening for HIV Positive Inmates

Outcome: Inmates with HIV or at risk of HIV infection will be appropriately screened for TB.

Measure: Documentation on DC4-710A Immunization record and DC4-520C Tuberculosis Symptom Questionnaire, Chest x-ray and/or AFB results if they were ordered.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.03.18

7. Treatment of Latent Tuberculosis Infection

Outcome: Treatment of latent tuberculosis infection shall be considered for all inmates who have a positive skin test when active disease has been ruled out and there are no contraindications to treatment.

Measure: Review of DC4-710A Immunization record and DC4-520C Tuberculosis Symptom Questionnaire, DC4-719 Tuberculosis INH/Treatment for Latent TB Infection (LTBI) Follow-up Visit

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.03.18

8. Monthly monitoring Tuberculosis Clinic

Outcome: Monthly monitoring by the nurse or clinician if clinically indicated is to be initiated within two (2) weeks after the inmate has been started on INH or TB medications.

Measure: DC4-719 Tuberculosis INH/Treatment for Latent TB Infection (LTBI) Follow-up Visit, MAR(Medication Administration Record

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.03.18

9. Continuity of Tuberculosis Treatment at End of Sentence

Outcome: Notification to the Department of Health/County Health Department (DOH/CHD) of the status of an inmate's tuberculosis (TB)

evaluation, treatment, or treatment of latent tuberculosis infection (LTBI) when the inmate is released from a Department of Corrections facility.

Measure: DC4-758 Tuberculosis/INH Health Information Summary, DC4-711B Consent for Inspection and/or Release of Confidential Information.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.03.18

10. Airborne Infection Isolation Room

Outcome: Inmates suspected of having infectious tuberculosis disease are isolated in an airborne infection isolation room (AIIR) until known to be non-infectious.

Measure: Completed documentation that supports that inmate was isolated

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.03.18, DC4-701, DC4-713A DC4-713B, DC4-713C, DC4-684DC4-714A

11. Respiratory precautions

Outcome: A surgical mask is worn by the inmate and a designated respiratory protective device (N-95) is worn by staff.

Measure: Observation and interview of inmate and staff that appropriate masks are worn.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Infection Control Manual, 15.03.18

12. Tuberculosis Contact Investigation

Outcome: A Tuberculosis contact investigation is initiated on all infectious cases of Tuberculosis. Final results of the contact investigation must be reported to Department of Health Bureau of TB and Refugee Health within one year of start date

Measure: Completed TB Contact Investigation documentation.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: 15.03.18

13. Bloodborne Pathogen Exposure

a. **Outcome:** The Florida Department of Corrections Bloodborne Pathogen Exposure control plan is implemented at all institutions.

Measure: During site visit the nurse will check to see if bloodborne pathogen manual is accessible to staff

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Bloodborne Pathogen Exposure control Plan

b. **Outcome:** Filled sharps containers is sealed and discarded as biomedical waste when three- fourths ($\frac{3}{4}$) full or filled to the "FULL" line (if present) on the side of the container.

Measure: Inspection of sharps containers during site visit (DC4-788D)

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Bloodborne Pathogen Exposure control Plan

- c. **Outcome:** Personal protective equipment in appropriate sizes is available for use.
Measure: During site visits facilities will be checked for the presence of personal protective equipment.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure control Plan
- d. **Outcome:** All institutions will have Post Exposure Prophylaxis medications available on site.
Measure: During site visit nurse will check for the presence of antiretroviral therapy for possible Human Immunodeficiency Virus (HIV) exposure and Hepatitis B vaccine for possible Hepatitis B exposure.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Bloodborne Pathogen Exposure Control Plan

3.34.1.1.35 Dialysis Services

1. Wait Time for Initial Requests

Outcome: Initial Requests for care shall not have wait times that exceed more than three (3) days unless due to inmate security risks.
Measure: The date of requested Initial Requests compared to the actual date of performance of the exam.
Standard: Achievement of outcome must meet minimum of one-hundred percent (100%).

2. Wait Time for Urgent Requests

Outcome: Urgent Request for care shall not have wait times that exceed more than two (2) days unless due to inmate security risks.
Measure: The date of requested Urgent Request compared to the actual date of performance of the exam.
Standard: Achievement of outcome must meet minimum of ninety-five percent (95%)

3. Pre-dialysis patient assessment

Outcome: Conduct pre-dialysis assessment of patient's vital signs, body weight, edema, and mental status.
Measure: The assessment data must be documented onto the patient's medical record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Nephrology Nursing Standards of Care

4. Post-dialysis patient assessment

Outcome: Conduct post-dialysis assessment of patient's vital signs, body weight, edema, and mental status.
Measure: The assessment data must be documented onto the patient's medical record.
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: Nephrology Nursing Standards of Care

5. Timely Compliance with Medicare Certification Requirement

Outcome: All services shall comply with all requirements established for a Medicare End Stage Renal Disease (ESRD) provider.

Measure: Certification as established by the Centers for Medicare and Medicaid Services (CMS).

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

Reference: Centers for Medicare and Medicaid Services

6. Compliance with Epidemiological Investigations/Infection Control Procedures/Reports/Audits

Outcome: All services shall comply with all requirements established for epidemiological/infection control procedures within a dialysis unit.

Measure: Services in compliance with established published national guidelines and requirements of the Centers for Medicare and Medicaid Services (CMS).

Critical Standard: Achievement of outcome must meet ninety five (95%) on a quarterly basis.

Reference: Centers for Medicare and Medicaid Services

3.34.1.2 MENTAL HEALTH SERVICES

3.34.1.2.1 Informed Consent

Outcome: All inmates receiving mental health treatment have a signed Consent for Treatment form or Affidavit of Refusal for Health Care Services in their health record or inpatient health record.

Measure: Documentation on DC4-663 Consent to Mental Health Evaluation or Treatment, DC4-649 Consent to Inpatient Mental Health Care, or DC4-711A Affidavit of Refusal for Health Care Services in the health record or inpatient health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.14 Mental Health Services, Section VI. A.

3.34.1.2.2 Inpatient Referrals

Outcome: Mental health transfer request is completed in its entirety and adequately documents clinical need for the specific level of inpatient care requested.

Measure: Documentation by EF4-001 (electronic form) Medical Transfer Request in the health record; and DC4-657A, Transfer Summary for Inpatient Mental Health Care.

Standard: Achievement of outcome must meet ninety percent 90%.

Reference: 404.003 Mental Health Transfers, Section (4) (b).

3.34.1.2.3 Discharge from Inpatient/Infirmary Care

Outcome: Upon discharge from Isolation Management/CSU/TCU/CMHTF a Discharge Summary is completed and placed in inmate record.

Measure: Documented by DC4-657 Discharge Summary for Inpatient Mental Health Care in the health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.05 Inpatient Mental Health Services, Section IV, B.

3.34.1.2.4 Isolation Management Rooms and Observation Cells

Outcome: Isolation Management Rooms are certified by authorized mental health staff for housing inmates at risk for self-harm.

Measure: Documentation on DC4-527 Checklist for Review of Isolation Management Room/Observation Cell retained by the institution.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Procedure 404.002 Isolation Management Rooms and Observation Cells; HSB 15.03.14, Standards for Isolation Management Rooms.

3.34.1.2.5 Access to Care (Mental Health)

1. Mental Health Assessment

Outcome: A comprehensive and systematic program for identifying inmates who are suffering from mental disorder is maintained.

Measure: Documentation by DC4-706 Health Services Profile, DC4-644 Intake Psychological Screening Report.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.14 Mental Health Services, Section III. B.

2. Orientation

Outcome: Inmates in the general population, regardless of assigned mental health grade, are oriented to mental health services within eight (8) calendar days of arrival at a permanent institution.

Measure: Mental health orientation documented in OBIS.

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VI. B.

3. Inmate Requests

Outcome: Inmate-initiated requests are responded to within ten (10) working days of receipt.

Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care and DC6-236 Inmate Request in the health record.

Standard: Achievement of outcome must meet ninety-five percent (95%).

Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section V, A.

4. Inmate-Declared Emergencies/Emergent Staff referrals

Outcome: Inmate-declared emergencies and emergent staff referrals are responded to as soon as possible, but must be within four (4) hours of notification.

Measure: Documentation on DC4-642G Mental Health Emergency Evaluation, DC4-683A Mental Health Emergency Protocol, in the health record, and DC4-781A, Mental Health Emergency Log.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section V. A.

3.34.1.2.6 Reception Center Services

1. Continuity of Care – Psychotropic Medications

Outcome: If the inmate was taking psychotropic medication immediately prior to transfer from the county jail, the screening medical staff person arranges for continuity of such care, until such time as the inmate is seen by psychiatric staff.

Measure: Documentation on DC4-701A Medication Administration Record in the health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: 15.05.17 Intake Mental Health Screening at Reception Centers, Section V. A.

2. Psychiatry Referral – Past History

Outcome: If the inmate received inpatient mental health care within the past six (6) months or received psychotropic medication for a mental health disorder in the past thirty (30) days, a psychiatric evaluation is completed within 10 days of referral.

Measure: Documentation on DC4-655 Psychiatric Evaluation in the health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers Section V.A.; Procedure 401.014 Health Services Intake and Reception Process Section (3) (a-b).

3. Intake Screening – Psychological Testing

Outcome: Intake screening psychological testing is completed within fourteen (14) days for all new admissions to a reception center.

Measure: Documentation on DC4-644 Intake Psychological Screening Report in the health record.

Standard: Achievement of outcome must meet ninety percent (90%).

Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IV. B.

4. Suicide Profile

Outcome: If the clinical interview reveals information about past suicide attempts or if the results of the Beck Hopelessness Scale are nine (9) or higher, a DC4-646 Initial Suicide Profile is completed.

Measure: Documentation on DC4-646 Initial Suicide Profile in the health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IV. B. 6.

5. Mental Retardation Classification

Outcome: The Wechsler Adult Intelligence Scale III or other non-abbreviated, reputable, individually administered intelligence test is administered when the WASI score is <76 or the adaptive behavior checklist rating is <35.

Measure: Documentation on DC4-644 Intake Psychological Screening Report in the health record.

Standard: Achievement of outcome must meet ninety percent (90%).

Reference: HSB 15.05.17. Intake Mental Health Screening at Reception Centers Section IV.B.4.

6. Prior Records

Outcome: Requests of past treatment records are briefly documented as an incidental note on DC4-642.

Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record

Standard: Achievement of outcome must meet ninety percent (90%).

Reference: HSB 15.05.17 Intake Mental Health Screening at Reception Centers, Section IX. C.

3.34.1.2.7 Treatment Planning

1. Outpatient Individualized Service Plan

Outcome: The initial individualized service plan is completed within 14 (calendar) days of the inmate being assigned a mental health classification of S-2 or S-3.

Measure: Documentation on DC4-706 Health Services Profile, DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.

Standard: Achievement of outcome must meet ninety percent (90%).

Reference: HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section V. A.

2. Inpatient Individualized Service Plan

Outcome: An Individualized Service Plan (ISP) is initiated and approved by the MDST within 14 days of admission to TCU, 5 days of admission to CSU, and 7 days of admission to CMHTF.

Measure: Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan; DC4-714B Physician Order Sheet in the health record or inpatient health record.

Standard: Achievement of outcome must meet ninety percent (90%).

Reference: HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services

3.34.1.2.8 Outpatient Mental Health Services

1. Case Manager Assignment

Outcome: Inmates with a mental health grade of S-2 or S-3 have a case manager designated within three (3) business days of arrival at a permanent institution.

Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services; 15.05.18 Outpatient Mental Health Services, Section VII. A. ACA Standard 4-4370

2. Case Management

Outcome: Case management is conducted at least every 90 days
Measure: Documentation on DC4-642D Outpatient Mental Health Case Management in the health record.
Standard: Achievement of outcome must meet ninety percent (90%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VII. C.

3. Level of Care

Outcome: Inmates with a current diagnosis of Schizophrenia or other psychotic disorders including disorders with psychotic features are maintained as a mental health grade of S-3 or higher.
Measure: DC4-706 Health Services Profile and DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.
Standard: Achievement of outcome must meet ninety five percent (95%).
Reference: HSB: 15.05.18 Outpatient Mental Health Services, Section VII. D.

3.34.1.2.9 Suicide and Self Injury Prevention

1. Suicide Prevention

Outcome: The number of suicide deaths per thousand inmates per fiscal year assigned to the facilities/region where the Contractor provides care will not exceed the Department's average rate of suicides per thousand inmates for the period from July 1, 2008 to June 30, 2011.
Measure: The number of inmate deaths by suicide per thousand inmates based on the average daily population during each fiscal year.
Standard: Suicide deaths per thousand inmates per fiscal year must be equal to or less than the Department's rate of suicides per thousand inmates for the preceding fiscal year.

2. Suicide and Self-Injury Prevention Training

Outcome: Mental health staff receives yearly suicide and self-injury prevention training.
Measure: Suicide and self-harm prevention training records.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section 9. A.

3. Self-Harm Observation Status Initial Orders

Outcome: For inmates placed on Self-harm Observation Status, there is an order documented in the infirmary record by the attending clinician.
Measure: Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (d).

4. SHOS/IMR Observations

Outcome: Observations are completed and recorded by nursing according to the interval specified by the Clinician.
Measure: Documentation on DC4-650

Standard: Achievement of outcome must meet one hundred percent (100%)

Reference: Health Service Bulletin 404.001 *Suicide and Self Injury Prevention*; Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

5. Property Restrictions

Outcome: If the inmate's personal property is removed for reasons of safety, such property restrictions and the justifications are documented in the inmate's infirmary health record and reviewed at least every 72 hours to determine whether continuation of the restriction is necessary.

Measure: Documentation on DC4-714B Physician Order Sheet in the infirmary health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: FAC 33-404.102

6. Self-harm Observation Status Observation Frequency

Outcome: There is documentation that inmates on Self-harm Observation Status are visually checked by appropriate staff at least once every fifteen minutes.

Measure: Documentation on DC4-650 Observation Checklist in the infirmary health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (d).

7. Daily Counseling

Outcome: Daily counseling by mental health staff (except weekend and holidays) is conducted and documented as a SOAP note.

Measure: Documentation on DC4-714A Infirmary Progress Record in the infirmary record.

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (b) 10; HSB 15.03.26 Infirmary Services, Sections V. D. 1 and VII. D.

8. Infirmary Mental Health Care – Continued Stay

Outcome: The total duration of infirmary mental health care does not exceed fourteen (14) days before the inmate is discharged to a lower level of mental health care or referred to a higher level of care.

Measure: Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Procedure 404.001 Suicide and Self-Injury Prevention Heading, Section (4) (c) 2. h.

9. Post-Discharge Continuity of Care

Outcome: Mental health staff evaluates relevant mental status and institutional adjustment at least at the following intervals: by the seventh (7th) and twenty-first (21st) day after discharge.

Measure: Documentation on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (e) 2.

3.34.1.2.10 Inpatient Mental Health Services

1. Case Manager Assignment

Outcome: The case manager is assigned within 72 hours of admission to CSU, TCU, or CMHTF (excluding weekends and holidays).

Measure: Documentation on DC4-642F Chronological Record of Inpatient Mental Health Care in the inpatient health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section IV. A. 3.

2. Psychiatric Evaluation at Intake

Outcome: All patients receive a psychiatric evaluation within 72 hours of admission.

Measure: Documentation on DC4-655 Psychiatric Evaluation in the inpatient health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.05 Inpatient Mental Health Services, Section IV. B. 4. g.

3. Risk Assessment

Outcome: A risk assessment is completed within 72 hours of admission to a CSU by a team comprised of mental health staff, security staff, and classification staff.

Measure: Documentation on DC4-642F Chronological Record of Inpatient Mental Health Care in the inpatient health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.05 Inpatient Mental Health Services, Sections IV. B. 4. i. and IV. B. 5. f; 33-404.108(5), F.A.C.

4. Planned Scheduled Services

Outcome: A minimum of 12 hours of planned scheduled services per week is available to each patient in a CSU and a TCU, and a minimum of 15 hours of planned scheduled services is available to each patient in a CMHTF.

Measure: Documentation on DC4-664 Mental Health Attendance Record or DC4-711A Affidavit of Refusal for Health Care in the inpatient health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Administrative Memorandum dated 7/8/2003, "Levels and Privileges System for Inpatient Mental Health Units".

5. Assessments

Outcome: Nursing observations are documented in accordance with established policy.

Measure: Documentation on DC4-530, DC4-531, DC4-692, DC4-642

Standard: Achievement of outcome must meet ninety percent (90%)
Reference: Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

3.34.1.2.11 Psychiatric Restraints

1. Physician Orders – Clinical Rationale

Outcome: Physician's orders document the clinical rationale for restraint.
Measure: Documentation on DC4-714B Physician's Order Sheet.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Psychiatric Restraint, Sections VIII. B and XI. A. 3.

2. Physician Orders – Duration

Outcome: Physician's orders document the maximum duration of the order for restraint.
Measure: Documentation on DC4-714B Physician's Order Sheet.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section XI. D.

3. Physician Orders – Less Restrictive Measures Considered

Outcome: When psychiatric restraints or seclusion are ordered, the documentation that less restrictive alternatives are considered and the clinical rationale for the use of restraints is recorded in the inpatient record.
Measure: Documentation on DC4-714B Physician's Order Sheet or DC4-642F Chronological Record of Inpatient Mental Health Care
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section IV. C.

4. Psychiatric Restraints – Nursing Observations and Assessments

Outcome: Pertinent observations and assessments are completed by nursing in accordance with established policy
Measure: Documentation on DC4-650A, DC4-642F, DC4-781J (restraint log)
Standard: Achievement of outcome must meet one hundred percent (100%)
Reference: HSB 15.05.10 *Psychiatric Restraint*, DC4-650A *Restraint Observation Checklist*, DC4-642F *Chronological Record of Inpatient Mental Health Care*

5. Physician Orders – Release Criteria

Outcome: Physician's orders document the behavioral criteria for release from restraints.
Measure: Documentation on DC4-714B Physician's Order Sheet or DC4-642F Chronological Record of Inpatient Mental Health Care
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.05.10 Inpatient Mental Health Services, Section X. A-E. and Section XI. A. 4.

3.34.1.2.12 Psychotropic Medication Management

1. Psychiatric Evaluation Prior to Initial Prescription

Outcome: A psychiatric evaluation is completed prior to initially prescribing psychotropics.

Measure: Documentation on DC4-655 Psychiatric Evaluation and by DC4-714B Physician's Order Sheet in the health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F.

2. Informed Consent

Outcome: Informed consent forms for psychotropic medications are completed.

Measure: Documentation by DC4-545 form series (Specific to psychotropic prescribed) in the health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. I.

3. Required Labs - Initial

Outcome: Required laboratory tests are ordered for the initiation of psychotropic medication administration.

Measure: Documentation on DC4-714B Physician's Order Sheet in the health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.

4. Required Labs – Follow-Up

Outcome: Required laboratory tests are ordered for follow-up of psychotropic medication administration.

Measure: Documentation on DC4-714B Physician's Order Sheet in the health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.

5. Initial Psychiatric Follow-Up

Outcome: Initial Psychiatric follow-up is conducted at least once every two (2) weeks upon initiation of any new psychotropic medication for a period of four (4) weeks.

Measure: Documentation on DC4-642A Outpatient Psychiatric Follow-Up in the health record.

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

Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 6.

6. Rationale for Medication Adjustments

Outcome: The prescribing psychiatric practitioner includes the clinical rationale for medication adjustments.

Measure: Documentation on DC4-642A Outpatient Psychiatric Follow-up in the health record.

Critical Standard: Achievement of outcome must meet ninety percent (90%).

Reference: HSB 15.05.19 Section III.F.7.b.

7. AIMS Testing – Antipsychotic Medications

Outcome: For patients receiving antipsychotic medications, AIMS testing is administered every six (6) months.

Measure: Documentation by DC4-653 Abnormal Involuntary Movement Scale in the health record.

Standard: Achievement of outcome must meet ninety five percent (95%).

Reference: HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 8.

3.34.1.2.13 Use of Force

Mental Health Evaluation

Outcome: Medical staff, upon completing the medical examination following a use of force, makes a mental health referral for each inmate who is classified S-2 or S-3 on the health profile and sends it to mental health staff, which evaluates S2/S3 inmates no later than the next working day following a use of force.

Measure: Documentation on DC4-529 Staff Request/Referral and DC4-642B Mental Health Screening Evaluation in the health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Administrative Rule: 33-602.210.

3.34.1.2.14 Confinement/Special Housing Services

1. Confinement Evaluations (S3)

Outcome: Each inmate who is classified as S-3 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within five days of assignment and every 30 days thereafter.

Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.

Standard: Achievement of standard must meet ninety five percent (95%).

Reference: HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. G.

2. Confinement Evaluations (S1/S2)

Outcome: Each inmate who is classified as S-1 or S-2 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within 30 days and every 90 days thereafter.

Measure: Documentation on DC4-642B Mental Health Screening Evaluation in the health record.

Standard: Achievement of standard must ninety five percent (95%).

Reference: HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. H.

3. Confinement Rounds

Outcome: Mental health staff performs weekly rounds in each confinement unit.

Measure: Documentation on DC6-229 Daily Record of Segregation.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB: 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. D.

4. Behavioral Risk Assessments (BRA)

Outcome: The BRA is completed at the required intervals regardless of S-grade or housing assignment, including when the CM inmate is housed outside the CM unit in order to access necessary medical or mental health care.

Measure: Documentation on DC4-729 Behavioral Risk Assessment in the health record.

Standard: Achievement of outcome must meet ninety percent (90%).

Reference: FAC 33-601.800 Close Management

5. Close Management Out of Cell Activities

Outcome: CM inmates are allowed out of their cells to receive mental health services as specified in their ISP unless, within the past four (4) hours, the inmate has displayed hostile, threatening, or other behavior that could present a danger to others.

Measure: Documentation on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.

Standard: Achievement of outcome must meet ninety percent (90%).

Reference: FAC 33-601.800 Close Management

3.34.1.2.15 Sex Offender Screening and Treatment

Outcome: All identified sex offenders at a permanent institution whose current sentence is a sex offense has a completed sex offender screening as a part of their medical record.

Measure: Documentation on DC4 647 Sex Offender Screening and Selection in the health record and/or review of OBIS (DC26 MH07 screens)

Standard: Achievement of outcome must meet ninety percent (90%).

Reference: HSB: 15.05.03 Screening and Treatment for Sexual Disorder, Section II. A.

3.34.1.2.16 Re-Entry Services

1. Initiation of Re-entry Services

Outcome: All inmates with a mental health grade of S-2 through S-6 who are within 180 days of End of Sentence (EOS) have an updated Individualized Service Plan to address Discharge/Aftercare Planning.

Measure: Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. A.

2. Continuity of Care

Outcome: Inmates with a mental health grade of S-3 through S-6 or with a diagnosis of mental retardation who are between forty five (45) and thirty (30) days of release shall have a copy of DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in their medical record.

Measure: Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care and DC4-661 Summary of Outpatient Mental Health Care or DC4-657 Discharge Summary for Inpatient Mental Health Care in the health record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. H., or if inmate has EOS'd, OBIS entry for MHEOS with OPTS.

3.34.1.3 DENTAL SERVICES

3.34.1.3.1 Access to Dental Care

1. **Outcome:** A complete dental intake examination is performed by a dentist at a Reception Center within seven (7) days of arrival.

Measure: Review the DC4-735, Dental Clinical Examination Report and DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

2. **Outcome:** Any dental emergency is evaluated and/or treated within twenty four (24) hours by the dentist, or in the event the dentist is not available, by referral to the medical department or local dentist/hospital.

Measure: Review available documentation such as the OBIS-HS computer system for dental emergencies, along with the DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

3. **Outcome:** Dental sick call is conducted on a daily basis when the dentist is present to provide dental access to those inmates who cannot wait for a routine dental appointment and yet do not meet the criteria for emergency dental care. In the event the dentist is absent for more than seventy two (72) hours medical staff are to evaluate and triage the inmate according to established protocols.

Measure: Review available documentation such as the OBIS-HS computer system, inmate requests, DC4-724, Dental Treatment Record and DC4-701, Chronological Record of Health Care.

Standard: Achievement of outcome must meet One hundred percent (100%).

Reference: HSB15.04.13

3.34.1.3.2 Wait Times

1. Initial Waiting Times for Routine Comprehensive Dental Care

Outcome: The initial wait after request for routine comprehensive dental care does not exceed six (6) months for any inmate.

Measure: The amount of time between request for dental care and delivery of routine comprehensive dental care for all inmates. Review dental request logs and the DC4-724 Dental Treatment Record.

Standard: Achievement of outcome must meet or exceed ninety-five percent (95%).

Reference: HSB 15.04.13

2. Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment

Outcome: Inmate waiting times between dental appointments do not exceed three (3) months.

Measure: Review DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet or exceed ninety-five percent (95%).

Reference: HSB 15.04.13

3.34.1.3.3 Development of the Dental Treatment Plan for Routine Comprehensive Dental Care

Outcome: A documented complete dental examination is done to develop an individualized Dental Treatment Plan.

Measure: Review DC4-734, Dental Health Questionnaire, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, and full mouth radiographs.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.4 Oral Hygiene Treatment

1. **Outcome:** A prophylaxis and oral hygiene instructions are included as part of the comprehensive dental treatment plan.

Measure: Review the DC4-764, Dental Diagnosis and Treatment Plan and DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

2. **Outcome:** The complete prophylaxis is performed at the beginning of the dental treatment plan unless emergent or urgent needs are a higher priority.

Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet or exceed ninety five percent (95%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.5 Restorative Dentistry

1. **Outcome:** Decay reaching the DEJ radiographically is diagnosed for restoration.

Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan and DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

2. **Outcome:** Restorations and bases are appropriate for the caries noted.

Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.6 Endodontics

1. **Outcome:** Anterior endodontic treatment is diagnosed if the tooth in question has adequate periodontal support and has a good prognosis of restorability and long term retention.

Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record

Standard: Achievement of outcome must meet or exceed ninety five percent (95%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

2. **Outcome:** Posterior endodontic treatment is diagnosed if the tooth is critical to arch integrity (there are no missing teeth in the quadrant or necessary as a partial denture abutment), has adequate periodontal support and has a good prognosis of restorability and long term retention.

Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet or exceed ninety five percent (95%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.7 Minor Periodontics

1. **Outcome:** Periodontal charting is done when indicated by the radiographs, periodontal examination and/or PSR (Periodontal Screening and Recording).

Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, DC4-767, Periodontal Charting.

Standard: Achievement of outcome must meet or exceed ninety five percent (95%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

2. **Outcome:** A scaling and root planning is diagnosed when indicated.

Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, DC4-767, Periodontal Charting.

Standard: Achievement of outcome must meet or exceed ninety five percent (95%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.8 Oral Surgery

1. **Outcome:** Signed consent for extractions/oral surgery is obtained for each procedure and post-operative instructions are documented.

Measure: Review DC4-724, Dental Treatment Record, DC4-763, Consent for Extractions and DC4-762, Authorization and Consent for Dental Surgery.
Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.13, Standards of Dental Care

2. **Outcome:** Post operative complications are appropriately addressed.

Measure: Review radiographs and DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.04.13, Standards of Dental Care

3.34.1.3.9 Complete Dentures

Outcome: Complete dentures are diagnosed and provided for all edentulous inmates requesting them.

Measure: DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, Inmate Requests for Dental Care and Referrals for Dental Care.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.10 Removable Partial Dentures

Outcome: A removable partial denture is diagnosed when seven (7) or less posterior teeth are in occlusion.

Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.11 Other Specialized Dental Care as Needed

Outcome: Inmates are referred to other dentists/dental providers for treatment planned dental care not available at the institution.

Measure: Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record and dental consult/referral logs.

Standard: Achievement of outcome must meet or exceed ninety five percent (95%).

Reference: FAC Rule 33-402.101, HSB 15.04.13

3.34.1.3.12 Oral Pathology Consults/Referrals

Outcome: Appropriate consults for oral pathology referrals are generated and forwarded within five (5) calendar days of the encounter generating the need for referral.

Measure: Review the consult/referral logs, radiographs, DC4-724, Dental Treatment Record and DC4-702, Consultation Request.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Community Standard of Care

3.34.1.3.13 Oral Surgery Consults/Referrals

Outcome: Appropriate consults for oral surgery referrals are generated and forwarded within ten (10) calendar days of the encounter generating the need for referral.

Measure: Review the consult/referral logs, radiographs, DC4-724, Dental Treatment Record and DC4-702, Consultation Request.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Community Standard of Care

3.34.1.3.14 Prescriptions

Outcome: Antibiotics and analgesics are prescribed when indicated, are appropriate for the clinical condition being treated, and delivered within twenty-four (24) hours to the inmate.

Measure: Review prescriptions, radiographs, DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet or exceed ninety five percent (95%).

Reference: Community Standard of Care

3.34.1.3.15 Trauma/Cancer

Outcome: Inmates presenting with head and neck trauma or cancer are immediately treated and/or referred to an appropriate provider for follow-up care.

Measure: Review DC4-724, Dental Treatment Record, DC4-702, Consultation Request, consult/referral logs and radiographs/lab reports.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Community Standard of Care

3.34.1.3.16 Infection Control

1. **Outcome:** Dental staff members wear gloves, masks and gowns when providing direct patient care.

Measure: Direct observation of dental staff.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.04.13,FAC Rule 64B5-25

2. **Outcome:** All dental instruments are bagged and autoclaved.

Measure: Direct observation.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.04.13,FAC Rule 64B5-25

3. **Outcome:** The autoclave is spore tested once per week and the results are documented on the Autoclave Log DC4-765P.

Measure: Review of Autoclave Log DC4-765P.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.04.13,FAC Rule 64B5-25

4. **Outcome:** Adverse autoclave results are addressed immediately.

Measure: Review Autoclave Log, DC4-765P.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.04.13,FAC Rule 64B5-25

3.34.1.3.17 Dental Radiography

1. **Outcome:** Each x-ray machine is registered thru the State of Florida and the registration certificates are posted near the machines.

Measure: X-Ray machine registration certificates.

Standard: Achievement of outcome must meet one hundred percent (100%).
Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

2. **Outcome:** All x-ray machine operators are certified in dental radiology theory and technique in accordance with Florida Board of Dentistry Rules.

Measure: Dental Assistant radiology certificates.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

3. **Outcome:** Dental radiographs are of diagnostic quality.

Measure: Review radiographs, DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet or exceed ninety five percent (95%).

Reference: HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

3.34.1.3.18 Refusal of Dental Services

Outcome: Inmates refusing dental treatment sign a refusal form and documentation is placed in the dental record.

Measure: Dental Treatment Record, DC4-724, and DC4-711A, Refusal of Health Care Services.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: FAC 33-401.105, Procedure 401.002

3.34.1.3.19 Tool and Sensitive Item Control

Outcome: Dental instruments and materials are accounted for in accordance with Procedure 602.037, Tools and sensitive Item Control.

Measure: Review all security dental tool control logs.

Standard: Achievement of outcome must meet one hundred percent (100%).

Reference: Procedure 602.037

3.34.1.3.20 Dental Record Review

Outcome: A Dental Record Review is to be done by a dental staff member on all new inmate arrivals at an institution within seven (7) days of arrival.

Measure: Review OBIS reports and DC4-724, Dental Treatment Record.

Standard: Achievement of outcome must meet or exceed ninety five percent (95%).

Reference: HSB 15.04.13

3.34.1.4 MEDICATION MANAGEMENT/ PHARMACY SERVICES

3.34.1.4.1 Medication Therapy Review

Outcome: All medications are dispensed for the appropriate diagnosis and in therapeutic dosage ranges as determined in the most current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert or pursuant to an approved DER.

Measure: Review medication regimen therapy

Critical Standard: Achievement of outcome must be ninety-five percent (95%).

Reference: TI 15.14.04 app A; Procedure 403.007; HSB 15.05.19; 64B16-27.810 F.A.C.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

3.34.1.4.2 Medication Administration Review (MAR)

Outcome: Medication Administration Review (MAR) is completed

Measure: Review the institutional Medication Administration Review (MAR) records

Critical Standard: Achievement of outcome must be ninety-five percent (95%).

Reference: TI 15.14.04 app A; TI 15.14.14 app B; Procedure 403.007; HSB 15.05.19; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

3.34.1.4.3 Medication Administration Review (MAR) Clinical

Outcome: Drug therapy indicated on Medication Administration Review (MAR) is appropriate as indicated or pursuant to an approved DER..

Measure: Review drug therapy indicated on the Medication Administration Review (MAR)

Critical Standard: Achievement of outcome must be ninety-five percent (95%)

Reference: Current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert.

3.34.1.4.4 Pyschotropic Drugs

1. **Outcome:** Inmates prescribed four or more pyschotropic drugs have an approved Drug Exception Request (DER) for "Four of more pyschotropic drugs".

Measure: Review Medication Administration Report (MAR) and medical records

Critical Standard: Achievement of Outcome must be ninety-five percent (95%).

Reference: HSB 15.14.03; HSB 15.05.19

2. **Outcome:** Inmates on two or more pyschotropic drugs in the same class have an approved Drug Exception Request (DER) for "two or more pyschotropic drugs in the same class".

Measure: Review Medication Administration Report (MAR) and medical records

Critical Standard: Achievement of Outcome must be ninety-five percent (95%)

Reference: HSB 15.14.03; HSB 15.05.19

3.34.1.4.5 Pharmacy Inspections

1. **Outcome:** Compliant on monthly Consultant Pharmacist inspections

Measure: Review monthly Consultant Pharmacist inspections

Critical Standard: Achievement of Outcome must be ninety percent (90%)

Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

2. **Outcome:** Deficiencies in previous Consultant Pharmacist Monthly Inspection Report are corrected

Measure: Review monthly Consultant Pharmacist inspections

Critical Standard: Achievement of Outcome must be one hundred percent (100%)

Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

3. **Outcome:** Successful completion on yearly State of Florida Board of Pharmacy Inspection

Measure: Review yearly State of Florida Board of Pharmacy Inspection

Critical Standard: Achievement of Outcome must be one hundred percent (100%)

Reference: TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

3.34.1.4.6 Inventory control

1. **Narcotics Control**

Outcome: Narcotic perpetual inventory are maintained

Measure: Compare actual narcotic counts with perpetual inventory sheet.

Critical Standard: Achievement of Outcome must be one hundred percent (100%).

Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

2. **Narcotic Key Control**

Outcome: Narcotic keys are controlled per HSB 15.14.04

Measure: Review narcotic key control documents

Critical Standard: Achievement of Outcome must be one hundred percent (100%)

Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

3. **Legend Drug Stock Control**

Outcome: Each legend drug stock item has a perpetual inventory system

Measure: Compare actual counts with perpetual inventory sheets

Critical Standard: Achievement of Outcome must be ninety percent (90%)

Reference: TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

NOTE: Should the Contractor be responsible for pharmaceutical services, the Contractor shall also be responsible for the achievement of the following performance standards:

3.34.1.4.7 Dispensing requirements

1. **New regular prescription orders.**

Outcome: All new regular prescriptions and orders are dispensed and delivered within twenty-four (24) hours or the next day from the time-of-order to time-of-receipt at the ordering Department Institution, excluding weekends and holidays.

Measure: Date-of-order as compared to date-of-receipt.

Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)

Reference: HSB 15.14.03

2. **Refill prescription orders.**

Outcome: All refill prescriptions and orders are dispensed and delivered within forty-eight (48) hours or the second day from the time-of-order to time-of receipt at the ordering Department Institution, excluding weekends and holidays.

Measure: Date-of-order as compared to date-of-receipt.

Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)

Reference: HSB 15.14.03

3. New non-formulary prescriptions.

Outcome: All new non-formulary prescriptions and orders are dispensed and delivered within forty-eight hours (48) or the second day from the time-of-order to time-of-receipt at the ordering Department Institution, excluding weekends and holidays, once an approved Drug Exception Request (DER) has been approved and received.

Measure: Date-of-order as compared to date-of-receipt.

Critical Standard: Achievement of Outcome must be ninety-eight percent (98%)

Reference: HSB 15.14.03

4. Drug Exception Request (DER) for non-formulary drugs.

Outcome: All non-formulary drugs have an approved Drug Exception Request (DER)

Measure: Review drug reports with approved Drug Exception Requests (DER)

Critical Standard: Achievement of Outcome must be ninety-five percent (95%)

Reference: HSB 15.14.03

5. Stat Orders

Outcome: STAT orders and prescriptions are administered from stock immediately. If not available, the prescription will be filled and administered within 4 hours.

Measure: Review STAT orders and prescriptions

Critical Standard: Achievement of Outcome must be one hundred percent (100%)

Reference: HSB 15.14.03

6. Adherence to state and federal statutes, administration rules, and regulations

Outcome: All prescriptions dispensed adheres to State and Federal Statutes, administrative rules and regulations

Measure: Review dispensed prescriptions

Critical Standard: Achievement of Outcome must be one hundred percent (100%)

Reference: HSB 15.14.03

3.34.1.4.8 Licenses and Drug Pedigree

1. Possession of Pharmacy Licenses

Outcome: Possession and display of pharmacy licenses
Measure: Document that pharmacy licenses are displayed
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; 499.01212 F.S.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

2. Drug Pedigree

Outcome: State of Florida drug pedigree requirements met (Florida Statutes 499-01212)
Measure: Document State of Florida drug pedigree requirement documented
Critical Standard: Achievement of Outcome must be one hundred percent (100%)
Reference: TI 15.14.04 app A; 499.01212 F.S.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

3.34.1.5 ADMINISTRATIVE RESPONSIBILITIES

3.34.1.5.1 Compliance with ACA and/or NCCHC Accreditation Standards

Outcome: Health care delivery complies with all accreditation requirements.
Measure: Review of accreditation reports related to healthcare delivery system at each institution.
Critical Standard: Achievement of Outcome must meet 100% for mandatory medical standards and ninety-seven (97%) for non-mandatory medical standards
Reference: ACA and/or NCCHC Accreditation Standards for Major Institutions

3.34.1.5.2 Timely Submission of Corrective Action Plans

Outcome: All Corrective Action Plans shall be timely submitted within timeframe in Section 3.35.3.
Measure: Date of receipt of Contractor's Corrective Action Plan as compared to date of receipt of monitoring report.
Critical Standard: Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

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

Outcome: All deficiencies addressed in a Corrective Action Plan shall be timely corrected.
Measure: Date of correction of deficiency as compared to date for correction indicated in Contractor's Corrective Action Plan.
Critical Standard: Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

3.34.1.5.4 Timely Submission of Required Reports

Outcome: All required reports submitted in accordance with contractual requirements
Measure: The date quarterly reports are received by the Contract Manager.

Standard: Achievement of Outcome must meet or exceed ninety five percent (95%).

Reference: Section 3.32, Reporting Requirements.

3.34.1.5.5 Inmate Requests, Informal and Formal Grievances

Outcome: All inmate requests, informal and formal grievances are responded to in accordance with established rules, policies and procedures.

Measure: Review of inmate requests, and informal and formal grievance logs.

Standard: Achievement of Outcome must meet or exceed ninety-five percent (95%).

Reference: Chapter 33-103, F.A.C.

3.34.1.5.6 Operating Licenses and Permits

Outcome: All operating licenses and permits are current, on hand and posted appropriately at each institution in accordance with statutory requirements and policy.

Measure: Visual review of licenses and permits (on site), and/or copies provided through desk review

Standard: Achievement of Outcome must be one hundred percent (100%).

References: Florida Statutes and Rules

3.34.1.5.7 Health Record Maintenance

Outcome: All clinical information significant to inmate health is filed in the health record within 72 hours of receipt.

Measure: Random Sampling of encounter forms, labs, etc., corresponding health care records and OBIS data (or approved electronic health record).

Standard: Achievement of Outcome must be ninety-five percent (95%).

Reference: HSB 15.12.03

3.34.1.5.8 HIPAA/HITECH Compliance

Outcome: The contractor safeguards Protected Health Information in accordance with the terms and conditions outlined in the Business Associate Agreement.

Measure: Review of HIPAA reports and medical records to confirm that a release of information was obtained for all protected health information that was disclosed.

Standard: Achievement of Outcome must be one hundred percent (100%).

Reference: Business Associate Agreement

3.34.1.5.9 Staffing

1. **Outcome:** Contractor provides adequate staff to carry out contractual health care service delivery requirements for medical, nursing, dental, mental health, pharmacy and administration.

Measure: Contractor maintains positions outlined in approved staffing plan. Measurement is based on monthly staffing reports.

Standard: Achievement of Outcome must be ninety-five percent (95%) for each clinical position in each discipline at each institution.

NOTE: This standard will be applied after the first sixty (60) days of the contract, to allow for appropriate ramp-up period.

Reference: Approved staffing plan.

2. **Outcome:** Supervision of staff is provided in accordance with statutory requirements for medical, nursing, dental, mental health and pharmacy.
Measure: Review of qualifications of supervisory staff to verify appropriate licensure and certification, and documentation of any required supervision.
Standard: Achievement of Outcome must be one hundred percent (100%).
Reference: Chapters 458, 459, 464, 466, 490 and 491, Florida Statutes.

3.34.1.5.10 Quality Management

1. Quality Management Reports

Outcome: The contractor submits quality management in accordance with policy.

Measure: Contractor submits reports and corrective action plans in accordance with requirements.

Standard: Achievement of Outcome must be ninety-five percent (95%).

Reference: HSB 15.09.01

2. Risk Management Reports

Outcome: The contractor submits risk management reports in accordance with policy.

Measure: Contractor submits reports and corrective action plans in accordance with requirements.

Standard: Achievement of Outcome must be ninety-five percent (95%).

Reference: HSB 15.09.08

3. Compliance with Credentialing Standards

Outcome: Credentialing records shall comply with all requirements established by the Department.

Measure: Review of credential records compared to Department standards.

Standard: Achievement of Outcome must meet one hundred percent (100%).

Reference: Health Services Bulletin 15.09.05, Credentialing and Privileging Procedures.

NOTE: The Department anticipates revising and streamlining the credentialing requirements prior to the start of any contracts resulting from this RFP.

4. Mortality Review

a. E-form Death Notification

Outcome: An e-form death notification will be sent in accordance with time frames established in policy

Measure: The date the Central Office Mortality Review Coordinator receives the e-form death notification.

Standard: Achievement of Outcome must be met one hundred percent (100%).

Reference: HSB 15.09.09

b. Mortality Review Records

Outcome: Two copies of the records are made and one sent to Central Office Mortality Review Coordinator per policy.

Measure: Date medical records are received in Central Office.

Standard: Achievement of Outcome must be met one hundred percent (100%).

Reference: HSB 15.09.09

c. Mortality Review Forms

Outcome: Mortality Review meeting occurs and appropriate paperwork is completed in accordance with policy.

Measure: DC4-502, Institutional Death Summary, DC4-503, Institutional Mortality Review Case Abstract and Analysis, DC4-504, Institutional Mortality Review Team Signature Log, DC4-508, Institutional Mortality Review Findings/Conclusions and Federal Report Form.

Standard: Achievement of Outcome must be met one hundred percent (100%).

Reference: HSB 15.09.09.

d. Autopsy

Outcome: The institution requests an autopsy from the Medical Examiner's Office and sends it to the Central Office Mortality Review Coordinator.

Measure: The date the autopsy results are received by the Central Office Mortality Review Coordinator

Standard: Achievement of Outcome must be met one hundred percent (100%).

Reference: HSB 15.09.09.

3.34.1.5.11 Utilization Management

Outcome: Contractor has process in place to handle routine, urgent and emergent consults.

Measure: Review of consult forms (DC4-702) and logs to determine if routine, urgent and emergent consults are being processed in accordance with policy.

Standard: Achievement of Outcome must be one hundred percent (100%).

Reference: Procedure 401.005 and HSB 15.09.04

3.34.1.5.12 Information Technology

1. Data Exchanges

Outcome: Proper transmission of data exchanges with related agencies and vendors (Current transfers are listed in the table below).

Measure: Scheduled transfers to be verified by recipient.

Standard: Achievement of Outcome must be met one hundred percent (100%)

<i>Description</i>	<i>Agency/Company</i>
MENTAL HEALTH AFTERCARE	DCF

Medical Billing Validation	MDI
MORTALITY data - death certificates	DOH
Ameripath Form 1500	AmeriPath
Transfer Clinlab data to DOH	DOH
FTP HL7 FILES TO SPECTRA	Spectra
FTP HL7 FILES TO CLINLAB	Clinlab
FTP HL7 FILES TO DOH	DOH
FTP HL7 FILES TO CARESTREAM	Carestream
FTP HL7 BASELINE FILE TO SPECTRA	Spectra
FTP HL7 FILES TO UF	University of Florida

2. Repeated Outages

Outcome: There will be no instances of outages occurring for the same reason as a previously detected outage.

Measure: Repetition of unplanned outages or major problems.

Standard: 99% of unplanned outages will be resolved in such a way that the root cause of the problem is determined, and a fix is in place to prevent it from happening again in the same day.

3. Recovery Time

Outcome: Services will be returned to operation within performance target timeframe while still ensuring the outage will not reoccur in less than five minutes.

Measure: The amount of time from an unplanned outage of a service until the service is again available to its users. This shall be measured on a fiscal year basis.

Standard: In 98% of unplanned outages the service will be available in less than one hour after being reported as unavailable.

4. Minimum Acceptable Monthly Service Availability

Outcome: Services will be returned to operation within performance target timeframes.

Measure: The amount of time the Contractor's system is available for use outside schedule availability.

Standard: On a monthly basis, the systems are available for use a minimum of 99.99% of the time.

3.34.2 Other Contract Requirements

The Department shall monitor the Contractor's performance to ensure that all other terms and conditions of the Contract, not included in Section 3.34.1, Performance Outcomes, Measures, and Standards, are complied with at all times by the Contractor.

NOTE: Failure to comply with Other Contract Requirements will subject the Contractor to liquidated damages per Section 3.36.11; however, damages will not apply to deficiencies regarding invoice submission.

3.35 Monitoring Methodology

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

- desk review of records related to service delivery maintained at Department facilities serviced by the Contract (shall include any documents and databases pertaining to the contract and may be based on all documents and data or a sampling of same whether random or statistical);
- on-site review of records maintained at Contractor's business location, if applicable;
- interviews with Contractor and/or Department staff;
- review of grievances filed by inmates regarding Contractor's service delivery; and
- review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies (e.g., American Correctional Association and/or National Commission on Correctional Health Care, Department of Health, etc.).

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

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

3.35.1 Monitoring Performance Outcomes, Measures, and Standards

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in this Contract and all other applicable standards in accordance with Department policies. The Department's Office of Health Services will conduct quarterly site visits, and annual assessments of contract performance and compliance. For those Performance Outcomes that have monthly standards, monitoring shall be conducted quarterly, but will measure monthly performance. Performance shall be measured as specified beginning no sooner than the sixty-first (61st) day after services have been implemented.

If the Department determines the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal Contract communication in accordance with Section 3.24, Communications.

The Contractor will be provided with information-specific to any such non-compliance, in order to adequately investigate the issue. Contractor will be given thirty (30) days, a reasonable time frame to create and implement a corrective action plan.

The Contractor shall have an opportunity to respond to and request a review of the Department's Office of Health Services findings of non-compliance within ten (10) days of receipt of the written notice. The Assistant Secretary will make a final decision on the corrective action within fifteen (15) days of the review.

Corrective action shall be completed within the reasonable time frame given in the written notice or, if a review is requested, within thirty (30) days of final decision. Failure to cure an issue of non-compliance to the reasonable satisfaction of the Department will result in liquidated damages and / or cancellation of this contract.

Note: The Contractor shall correct all identified non-compliant service delivery issues related to the Contractor's failure to meet the Performance Outcomes and Standards identified in Section 3.34.1, Performance Outcomes, Measures, and Standards; however, this shall **not** negate the fact that a Performance Outcome and Standard has not been met and that liquidated damages will be imposed in accordance with Section 3.36, Liquidated Damages.

3.35.2 Rights to Examine, Audit and Administer Resources

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

Right to Audit: The Contractor 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, Florida Statutes.

3.35.3 Monitoring Other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section 3.34.2, will be conducted as determined necessary, but no less than annually, beginning no sooner than the sixty-first (61st) day after services have been implemented. A Contract Monitoring tool will be developed by the Department's Office of Health Services. 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 RFP 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 e-mail), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (e-mail acceptable) in response to all noted deficiencies to include 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. CAP's 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 liquidated damages in accordance with Section 3.36, Liquidated Damages. 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.

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

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in application of liquidated damages as specified in Section 3.36.11, Liquidated Damages for Other Contract Requirements.

3.35.4 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof may, in addition to imposition of liquidated damages, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section 7.3, Termination.

3.36 Liquidated Damages

By executing any Contract that results from this RFP, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law.

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

3.36.1 Accreditation

Liquidated damages will be assessed for the failure to maintain compliance with mandatory health standards or lack of sufficient compliance with non-mandatory health standards which result in the failure any of the institutions within the Department to be reaccredited (Section 3.34.1.5.1), provided any such failure is the sole result of Contractor's actions or omission. Contractor agrees to pay liquidated damages in the amount of **\$100,000 per institution**. In addition, the Contractor shall be responsible for any fee associated with a re-audit by ACA and/or NCCHC, provided such re-audit is the sole result of Contractor's actions or inactions.

If Contractor becomes aware of actions or omissions by the Department or a third party that interferes with Contractor meeting or maintaining ACA and/or NCCHC health standards, Contractor must immediately notify the Department and the third party in writing, as appropriate.

3.36.2 Staffing

3.36.2.1 Positions Not Staffed per Staffing Plan

In the event that on any day and/or shift, one or more healthcare staff positions are not staffed as agreed upon in the contract by a person or persons possessing qualifications at least as high as those required by that position(s), a **\$1,000** deduction per vacancy shall be made from the monthly contractual payment to the Contractor. Cross-coverage (one individual assigned to two positions simultaneously) will not be considered coverage under the contract.

3.36.2.2 90% of Required Staffing within 30 Days

A transition penalty of **\$50,000 per institution** shall be assessed against the Contractor for failing to have at least 90% of the required staffing hours on site as of 30 days after the transition implementation effective date of the contract. The Contractor may not utilize temporary personnel, private nursing agencies, or contractor's supplying temporary physicians to satisfy the

90% staffing requirement. The transition penalty will apply, even if the aggregate staffing exceeds 90% of the required staffing hours, if the facility does not have a designated health service administrator, designated primary care physician, or designated senior registered nurse supervisor.

3.36.2.3 Staffing Levels Deficiencies

In the event staffing levels fall below ten percent (10%) of staffing plan as outlined in the Contractor's Staffing Schedule, liquidated damages in the amount of **five thousand dollars (\$5,000) per day**, per institution shall be imposed until such time as the deficiency is corrected.

3.36.3 Medical Services

3.36.3.1 Access to Care

For failure to maintain compliance with Section 3.34.1.1.1, liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of inmates who did not have access to care** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.2 Reception

For failure to maintain compliance with Section 3.34.1.1.3.1, liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of inmates for whom screening were not completed** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.3 Health Appraisals

For failure to maintain compliance with Section 3.34.1.1.3.2, liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of inmates for whom health appraisals were not completed within fourteen (14) days of arrival** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.4 Pre-release Planning

For failure to maintain compliance with Section 3.34.1.1.4, liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of inmates whom HIV Testing was not performed** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.5 Specialized Medical Care

For failure to maintain compliance with Section 3.34.1.1.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Inmates who need specialized care that cannot be provided by the contractor will receive a specialty consultation appointment as clinically indicated** - liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of inmates who were not referred for specialty care when needed** will be assessed for each institution for each calendar quarter of non-compliance.
2. **Follow up care after Specialty Consultation** - liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of inmates who were not referred for specialty care when needed** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.6 Chronic Illness Clinics

For failure to maintain compliance with Section 3.34.1.1.10.2, liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of inmates who were not seen by a clinician for chronic illness care according to HSB 15.03.05** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.7 Lab Testing and Results

For failure to maintain compliance with Section 3.34.1.1.11.3, liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of patients for whom the clinician failed to order and implement a plan of care for abnormal diagnostics labs results** will be assessed.

3.36.3.8 OB/GYN Care

For failure to maintain compliance with Section 3.34.1.1.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. Routine screening mammograms are performed in accordance with policy - liquidated damages in the amount of **five hundred dollars (\$500) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24** will be assessed for each institution for each calendar quarter of non-compliance.
2. Mammography shall be performed on all inmates with suspicious breast masses or lumps - liquidated damages in the amount of **five hundred dollars (\$500) times the number of inmates who did not receive a mammogram as outlined in HSB 15.03.24** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.9 Sick Call Request Process

1. For failure to maintain compliance with Section 3.34.1.1.13.2.a, liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of inmates who were not able to access Sick Call in Confinement** will be assessed for each institution for each calendar quarter of non-compliance.
2. For failure to maintain compliance with Section 3.34.1.1.13.2.b, liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of sick call requests not triaged within twenty four (24) hours time frame** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.10 Infirmary Services

1. For failure to maintain compliance with Section 3.34.1.1.20.2, liquidated damages in the amount of **two hundred fifty dollars (\$250)** will be assessed **for every twenty four (24) hour period there was not an on-call physician** at each institution for each calendar quarter of non-compliance.
2. For failure to maintain compliance with Section 3.34.1.1.20.3, liquidated damages in the amount of **two hundred fifty dollars (\$250)** will be assessed **for each day a physician did not perform infirmary rounds** at each institution for each calendar quarter of non-compliance.
3. For failure to maintain compliance with Section 3.34.1.1.20.7, liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number inmates who did not**

receive a **timely discharge summary** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.11 Periodic Screening

For failure to maintain compliance with Section 3.34.1.1.21, liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number inmates who did not receive a Periodic Screening** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.12 Infection Control and Communicable Disease

For failure to maintain compliance with Section 3.34.1.1.29, liquidated damages in the amount of **five hundred dollars (\$500)** will be assessed **for each unreported Disease and Condition to the Department of Health** for each institution for each calendar quarter of non-compliance.

3.36.3.13 Inmate Communicable Disease Education

For failure to maintain compliance with Section 3.34.1.1.30, liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of inmates who did not receive Communicable Disease Education** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.14 Immunization Administration and Documentation

For failure to maintain compliance with Section 3.34.1.1.32.2., liquidated damages in the amount of **two hundred fifty dollars (\$250) times the number of inmates who did not receive immunizations in accordance with established policy** will be assessed for each institution for each calendar quarter of non-compliance.

3.36.3.15 Infection Control Surveillance and Monitoring

For failure to maintain compliance with Section 3.34.1.1.34, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Continuity of Tuberculosis Treatment at End of Sentence** – liquidated damages in the amount of **five hundred dollars (\$500)** will be assessed **for each inmate who did not receive continuity of tuberculosis treatment at end-of-sentence** at each institution for each calendar quarter of non-compliance.
2. **Tuberculosis Contact Investigations** - liquidated damages in the amount of **five hundred dollars (\$500)** will be assessed **for each Tuberculosis Contact Investigation not conducted and completed** at each institution for each calendar quarter of non-compliance.

3.36.3.16 Dialysis Services

For failure to maintain compliance with Section 3.34.1.1.35, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Compliance with Epidemiological Investigations/Infection Control Procedures and/or Reports/Audits** - liquidated damages in the amount of **one thousand dollars (\$1,000) per day** shall be imposed until such time as all noted deficiencies are corrected.
2. **Wait Time for Urgent Requests** - liquidated damages in the amount of **one thousand dollars (\$1,000) per day** shall be imposed until such time as all noted deficiencies are corrected.

3.36.4 Mental Health Services

3.36.4.1 Informed Consent

For failure to maintain compliance with Section 3.34.1.2.1, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.2 Inpatient Referrals

For failure to maintain compliance with Section 3.34.1.2. 2, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.3 Discharge from Inpatient/Infirmary

For failure to maintain compliance with Section 3.34.1.2.3, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.4 Isolation Management Rooms and Observation Cells

For failure to maintain compliance with Section 3.34.1.2.4, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.5 Access to Care (Mental Health)

For failure to maintain compliance with Section 3.34.1.2.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Mental Health Assessment** - For failure to maintain compliance with Section 3.34.1.2.5.1, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
2. **Orientation** - For failure to maintain compliance with Section 3.34.1.2.5.2, liquidated damages in the amount of **\$5,000 for each institution** will be assessed for each calendar quarter of non-compliance.
3. **Inmate Requests** - For failure to maintain compliance with Section 3.34.1.2.5.3, liquidated damages in the amount of **\$5,000 for each institution** will be assessed for each calendar quarter of non-compliance.
4. **Inmate-Declared Emergencies/Emergent Staff referrals** - For failure to maintain compliance with Section 3.34.1.2.5.4, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.6 Reception Center Services

For failure to maintain compliance with Section 3.34.1.2.6, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Continuity of Care – Psychotropic Medications** - For failure to maintain compliance with Section 3.34.1.2.6.1, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.

2. **Psychiatry Referral – Past History** - For failure to maintain compliance with Section 3.34.1.2.6.2, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
3. **Intake Screening – Psychological Testing** - For failure to maintain compliance with Section 3.34.1.2.6.3, liquidated damages in the amount of **\$1,000 for each institution** will be assessed for each calendar quarter of non-compliance.
4. **Suicide Profile** - For failure to maintain compliance with Section 3.34.1.2.6.4, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
5. **Mental Retardation Classification** - For failure to maintain compliance with Section 3.34.1.2.6.5, liquidated damages in the amount of **\$1,000 for each institution** will be assessed for each calendar quarter of non-compliance.
6. **Prior Records** - For failure to maintain compliance with Section 3.34.1.2.6.6, liquidated damages in the amount of **\$1,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.7 Treatment Plan

For failure to maintain compliance with Section 3.34.1.2.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Outpatient Individualized Service Plan**- For failure to maintain compliance with Section 3.34.1.2.7.1, liquidated damages in the amount of **\$1,000 for each institution** will be assessed for each calendar quarter of non-compliance.
2. **Inpatient Individualized Service Plan**- For failure to maintain compliance with Section 3.34.1.2.7.2, liquidated damages in the amount of **\$1,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.8 Outpatient Mental Health Services

For failure to maintain compliance with Section 3.33.1.2.8, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Case Manager Assignment** - For failure to maintain compliance with Section 3.34.1.2.8.1, liquidated damages in the amount of **\$5,000 for each institution** will be assessed for each calendar quarter of non-compliance.
2. **Case Management** - For failure to maintain compliance with Section 3.34.1.2.8.2, liquidated damages in the amount of **\$1,000 for each institution** will be assessed for each calendar quarter of non-compliance.
3. **Level of Care** - For failure to maintain compliance with Section 3.34.1.2.8.3, liquidated damages in the amount of **\$5,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.9 Suicide and Self-Injury Prevention

For failure to maintain compliance with Section 3.34.1.2.9, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Suicide Prevention** - For failure to maintain compliance with Section 3.34.1.2.9.1, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
2. **Suicide and Self-Injury Prevention Training** - For failure to maintain compliance with Section 3.34.1.2.9.2, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
3. **Self-Harm Observation Status Initial Orders** - For failure to maintain compliance with Section 3.34.1.2.9.3, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
4. **SHOS/IMR Observations** - For failure to maintain compliance with Section 3.34.1.2.9.4, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
5. **Property Restrictions** - For failure to maintain compliance with Section 3.34.1.2.9.5, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
6. **Self-Harm Observations Status Observation Frequency** - For failure to maintain compliance with Section 3.34.1.2.9.6, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
7. **Daily Counseling** - For failure to maintain compliance with Section 3.34.1.2.9.7, liquidated damages in the amount of **\$5,000 for each institution** will be assessed for each calendar quarter of non-compliance.
8. **Infirmity Mental Health Care – Continued Stay** - For failure to maintain compliance with Section 3.34.1.2.9.8, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
9. **Post-Discharge Continuity of Care** - For failure to maintain compliance with Section 3.34.1.2.9.9, liquidated damages in the amount of **\$5,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.10 Inpatient Mental Health Services

For failure to maintain compliance with Section 3.34.1.2.10, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Case Manager Assignment** - For failure to maintain compliance with Section 3.34.1.2.10.1, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
2. **Psychiatric Evaluation at Intake** - For failure to maintain compliance with Section 3.34.1.2.10.2, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
3. **Risk Assessment** - For failure to maintain compliance with Section 3.34.1.2.10.3, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.

4. **Planned Scheduled Services** - For failure to maintain compliance with Section 3.34.1.2.10.4, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
5. **Assessments** - For failure to maintain compliance with Section 3.34.1.2.10.5, liquidated damages in the amount of **\$1,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.11 Psychiatric Restraints

For failure to maintain compliance with Section 3.34.1.2.11, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Physician Orders – Clinical Rationale** - For failure to maintain compliance with Section 3.34.1.2.11.1, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
2. **Physician Orders – Duration** - For failure to maintain compliance with Section 3.34.1.2.11.2, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
3. **Physician Orders – Less Restrictive Measures Considered** - For failure to maintain compliance with Section 3.34.1.2.11.3, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
4. **Psychiatric Restraints – Nursing Observations and assessments** - For failure to maintain compliance with Section 3.34.1.2.11.4, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
5. **Physician Orders – Release Criteria** - For failure to maintain compliance with Section 3.34.1.2.11.5, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.12 Psychotropic Medication Management

For failure to maintain compliance with Section 3.34.1.2.12, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Psychiatric Evaluation Prior to Initial Prescription** - For failure to maintain compliance with Section 3.34.1.2.12.1, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
2. **Informed Consent** - For failure to maintain compliance with Section 3.34.1.2.12.2, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
3. **Required Labs – Initial** – For failure to maintain compliance with Section 3.34.1.2.12.3, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
4. **Required labs – Follow-Up** - For failure to maintain compliance with Section 3.34.1.2.12.4, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.

5. **Initial Psychiatric Follow-Up** - For failure to maintain compliance with Section 3.34.1.2.12.5, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
6. **Rationale for Medication Adjustments** - For failure to maintain compliance with Section 3.34.1.2.12.6, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
7. **AIMS testing – Antipsychotic Medications** - For failure to maintain compliance with Section 3.34.1.2.12.7, liquidated damages in the amount of **\$5,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.13 Use of Force

For failure to maintain compliance with Section 3.34.1.2.13, liquidated damages in the amount of **\$5,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.14 Confinement/Special Housing Services

For failure to maintain compliance with Section 3.34.1.2.14, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Confinement Evaluations (S3)** - For failure to maintain compliance with Section 3.34.1.2.14.1, liquidated damages in the amount of **\$5,000 for each institution** will be assessed for each calendar quarter of non-compliance.
2. **Confinement Evaluations (S1/S2)** - For failure to maintain compliance with Section 3.34.1.2.14.2, liquidated damages in the amount of **\$5,000 for each institution** will be assessed for each calendar quarter of non-compliance.
3. **Confinement Rounds** - For failure to maintain compliance with Section 3.34.1.2.14.3, liquidated damages in the amount of **\$5,000 for each institution** will be assessed for each calendar quarter of non-compliance.
4. **Behavioral Risk Assessments (BRA)** - For failure to maintain compliance with Section 3.34.1.2.14.4, liquidated damages in the amount of **\$1,000 for each institution** will be assessed for each calendar quarter of non-compliance.
5. **Close Management Out of cell Activities** - For failure to maintain compliance with Section 3.34.1.2.14.5, liquidated damages in the amount of **\$1,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.15 Sex Offender Screening and Treatment

For failure to maintain compliance with Section 3.34.1.2.15, liquidated damages in the amount of **\$1,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.4.16 Re-Entry Services

For failure to maintain compliance with Section 3.34.1.2.16, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Initiation of Re-Entry Services** - For failure to maintain compliance with Section 3.34.1.2.16.1, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.
2. **Continuity of Care** - For failure to maintain compliance with Section 3.34.1.2.16.2, liquidated damages in the amount of **\$10,000 for each institution** will be assessed for each calendar quarter of non-compliance.

3.36.5 Dental Services

3.36.5.1 Wait Times

For failure to maintain compliance with Section 3.34.1.3.2, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Initial Waiting Times for Routine Comprehensive Dental Care** (Section 3.34.1.3.2.1) - Liquidated damages in the amount of **\$5,000 will be assessed for each institution** for each calendar quarter of non-compliance.
2. **Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment** (Section 3.34.1.3.2.2) - Liquidated damages in the amount of **\$5,000 will be assessed for each institution** for each calendar quarter of non-compliance.

3.36.5.2 Complete Dentures

For failure to maintain compliance with Section 3.34.1.3.9, liquidated damages in the amount of **\$5,000 will be assessed for each institution** for each calendar quarter of non-compliance.

3.36.5.3 Removable Partial Dentures

For failure to maintain compliance with Section 3.34.1.3.10, liquidated damages in the amount of **\$5,000 will be assessed for each institution** for each calendar quarter of non-compliance.

3.36.5.4 Oral Pathology Consults/Referrals

For failure to maintain compliance with Section 3.34.1.3.12, liquidated damages in the amount of **\$10,000 will be assessed for each institution** for each calendar quarter of non-compliance.

3.36.5.5 Trauma/Cancer

For failure to maintain compliance with Section 3.34.1.3.15, liquidated damages in the amount of **\$10,000 will be assessed for each institution** for each calendar quarter of non-compliance.

3.36.6 Medication Management/Pharmacy Services

3.36.6.1 Pharmacy Inspections

For failure to maintain compliance with Section 3.34.1.4.5, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **Compliant on Monthly Consultant Pharmacist inspections** (Section 3.34.1.4.5.1) - Liquidated damages in the amount of **\$5,000 will be assessed for each institution** for each calendar quarter of non-compliance.
2. **Deficiencies in previous Consultant Pharmacist Monthly Inspection Reports are corrected** (Section 3.34.1.4.5.2) - Liquidated damages in the amount of **\$5,000 will be assessed for each institution** for each calendar quarter of non-compliance.
3. **Successful completion on yearly State of Florida Board of Pharmacy Inspection** (Section 3.34.1.4.5.3) - Liquidated damages in the amount of **\$5,000 will be assessed for each institution** for each calendar quarter of non-compliance.

3.36.6.2 Dispensing Requirements

For failure to maintain compliance with Section 3.34.1.4.7, liquidated damages will be assessed for the individual measures outlined below at each institution as follows:

1. **New regular prescription orders** (Section 3.34.1.4.7.1) – Liquidated damages in the amount of \$1,000 will be assessed for each institution for each calendar quarter of non-compliance.
2. **Refill prescription orders** (Section 3.34.1.4.7.2) - Liquidated damages in the amount of \$1,000 will be assessed for each institution for each calendar quarter of non-compliance.
3. **New non-formulary prescriptions** (Section 3.34.1.4.7.3) - Liquidated damages in the amount of \$1,000 will be assessed for each institution for each calendar quarter of non-compliance.
4. **Drug Exception Request (DER) for non-formulary drugs** (Section 3.34.1.4.7.4) - Liquidated damages in the amount of \$1,000 will be assessed for each institution for each calendar quarter of non-compliance.
5. **Stat Orders** (Section 3.34.1.4.7.5) - Liquidated damages in the amount of \$1,000 will be assessed for each institution for each calendar quarter of non-compliance.
6. **Adherence to state and federal statutes, administration rules, and regulations** (Section 3.34.1.4.7.6) - Liquidated damages in the amount of \$1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.6.3 Licenses and Drug Pedigree

For failure to maintain compliance with Section 3.34.1.4.8, will be assessed for the individual measures outlined below at each institution as follows:

1. **Possession of Pharmacy Licenses** (Section 3.34.1.4.8.1) - Liquidated damages in the amount of \$1,000 will be assessed for each institution for each calendar quarter of non-compliance.
2. **Drug Pedigree** (Section 3.34.1.4.8.2) - Liquidated damages in the amount of \$1,000 will be assessed for each institution for each calendar quarter of non-compliance.

3.36.7 Corrective Action Plans

3.36.7.1 Timely Submission of Corrective Action Plans

In the event that the Contractor receives a Monitoring Report requiring a Corrective Action Plan (CAP) to be submitted and fails to submit a CAP responding to each specified written deficiency within the time frames specified in Section 3.34.1.5.3, liquidated damages in the amount of **one thousand dollars (\$1,000.00) per day for each day the CAP is untimely submitted** will be imposed.

3.36.7.2 Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan (CAP)

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the timeframes indicated in the CAP (Section 3.34.1.5.4), liquidated damages in the amount of **one thousand dollars (\$1,000.00) per day, per deficiency where deficiencies have not been timely corrected** shall be imposed until such time as all noted deficiencies are corrected.

3.36.8 Timely Submission of Required Reports

In the event the Contractor fails to timely submit required reports as outlined in Section 3.32, Reporting Requirements (Section 3.34.1.5.5), liquidated damages in the amount of **one thousand dollars (\$1,000)** shall be imposed for each report submitted more than ten (10) business days after the due date.

3.36.9 IT Related Deficiencies

3.36.9.1 Data Exchanges

In the event the Contractor fails to provide data transfers as required (Section 3.34.1.5.13.1), liquidated damages in the amount of **\$5,000 per day** shall be imposed until such time as all deficiencies are corrected.

3.36.9.2 Repeated Outages

In the event the Contractor fails to prevent unplanned outages from repeating, for the same reason, within the same day (Section 3.34.1.5.13.2), liquidated damages in the amount of **\$5,000 per day** shall be imposed until such time as all deficiencies are corrected.

3.36.9.3 Recovery Time

In the event the Contractor fails to repair and/or restart services after an unplanned outage within one hour after being reported as unavailable (Section 3.34.1.5.13.3), liquidated damages in the amount of one **\$5,000 per day** shall be imposed until such time as all deficiencies are corrected.

3.36.9.4 Minimum Acceptable Monthly Service Availability

In the event the Contractor fails to return services to operation within performance target timeframes (Section 3.34.1.5.13.4), liquidated damages in the amount of one **\$5,000 per day** shall be imposed until such time as all deficiencies are corrected.

3.36.10 Liquidated Damages for Other Contract Requirements

For failure to meet Other Contract Requirements Outcomes and Standards, set forth in Section 3.34.2, Other Contract Requirements, liquidated damages will be imposed in the amount of **five thousand dollars (\$5,000.00) per day, per deficiency** until such time as all noted deficiencies are corrected.

3.36.11 Liquidated Damages for Repeated Failures

Repeated instances of failure to meet either Critical Standards or other Standards in consecutive months will result in **liquidated damages being doubled**. The Department, at its exclusive option, may allow up to a three (3) month "grace period" following implementation of services during which no damages will be imposed for failure to achieve the standards.

3.37 Deliverables

The following services or service tasks are identified as deliverables for the purposes of this RFP:

3.37.1 Appropriate health care services for inmates consisting of deliverables listed under Section 3.34.1, Performance Outcomes, Measures, and Standards.

3.37.2 Reports as required in Section 3.32, Reporting Requirements.

3.37.3 Compliance with contract terms and conditions.

3.38 Value-Added Services

Value-added services include any services, including additional services that the Contractor offers to provide as part of the Contract resulting from the RFP, that clearly exceed the minimum requirements of required service delivery and/or that may be unknown to the Department at this time. Value-added services must be approved by the Department and conform to Department rules and security requirements.

Any value-added services to be provided shall be fully described and included in the Proposer's project proposal in accordance with Section 5.6 of this RFP.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Ana Ploch, Procurement Manager
Florida Department of Corrections
Bureau of Procurement & Supply
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3680
Fax: (850) 488-7189
E-mail: ploch.ana@mail.dc.state.fl.us

Pursuant to Section 287.057(23), Florida Statutes, Proposers 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 the Notice of Agency Decision (“intended award”), 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 Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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

4.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time in Tallahassee, Florida.

	<u>DATE</u>	<u>TIME</u>	<u>ACTION</u>
4.2.1	September 14, 2011		Release of RFP to public, posted on VBS
4.2.2	September 19, 2011		Last day for Notice of Intent to Propose received by the Department, and for submitting information for background screening (names and identifying information for site visits)
4.2.3	September 26 – October 5, 2011		Site Visits
4.2.4	October 12, 2011	5:00 p.m.	Last day for Written Inquiries received by the Department
4.2.5	October 28, 2011		Anticipated date that Answers to Written Inquiries to the RFP will be posted on VBS.
4.2.6	November 7, 2011	5:00 p.m.	Proposals Due

	<u>DATE</u>	<u>TIME</u>	<u>ACTION</u>
4.2.7	November 8, 2011	2:00 p.m.	Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria)
4.2.8	November 22, 2011	2:00 p.m.	Anticipated date of Price Proposal Opening
4.2.9	December 12-16, 2011		Anticipated date for Legislative Budget Committee Review
4.2.10	January 3, 2012		Anticipated Posting of Agency Decision
4.2.11	February 1, 2012		Anticipated Contract Start Date – Allows for an implementation planning period prior to the beginning of services. Implementation of services shall begin on April 1, 2012 and must be completed for all locations and regions between April 1, 2012 and June 30, 2012

4.3 Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 5) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals shall be delivered via express mail, or hand-delivery, to the address listed in Section 4.1. Proposals received late (after proposal due date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

NOTE: Proposers should keep in mind that the PROPOSALS DUE date and the PROJECT PROPOSAL OPENING date are not the same.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposal

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

4.3.4 Disposal of Proposals

All proposals 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 proposal will not affect this right.

Should the Department reject all proposals and issue a re-bid, information submitted in response to this RFP will become a matter of public record as indicated in Section 119.07 (1), Florida Statutes.

4.3.5 Right to Withdraw Request for Proposal

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

4.3.6 Mandatory Responsiveness Requirements

The Department shall reject any and all proposals that do not meet mandatory responsiveness requirements as defined below.

Mandatory Responsiveness Requirements are those terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. The proposals must include all required plans for services as required in the RFP for review by the Department. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

4.3.7 Right to Reject Proposal Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Statement of Qualifications and/or Technical Proposal/Service Delivery Narrative or to waive minor irregularities when to do so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Request for Proposal terms and conditions which does not affect the price proposed, or give the Proposer an advantage or benefit not enjoyed by other Proposers, 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.

4.3.8 Site Visits

All interested Proposers, before submitting their proposal, may visit the following sites and become familiar with conditions that may in any manner affect the work to be done. **Attendance at the site visits is highly recommended.** The Department has set specific dates for the site visits and will not allow visits for individual Proposers or visits at any other time. Interested parties must call the appropriate contact person at least five (5) business days prior to start date of the site visits listed in the Calendar of Events 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.**

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 of the various types of facilities the Department currently operates. All Department security procedures shall apply. Each site visit shall be comprised of a tour of the health services facilities at that institution, and shall last for approximately 1 ½ to 2 hours.

SITE VISITS SCHEDULE				
Region	Institution	Address	Date	Time
Northern	Santa Rosa Cl	5850 East Milton Road Milton, Florida 32583-7914 Contact: Monica Crutchfield Telephone: 850-663-3329 or 850-773-6541 Crutchfield.monica@mail.dc.state.fl.us	September 26, 2011	9:00 am

SITE VISITS SCHEDULE				
Region	Institution	Address	Date	Time
	NWFRC	4455 Sam Mitchell Drive Chipley, Florida 32428 Contact: Monica Crutchfield Telephone: 850-663-3329 or 850-773-6541 Crutchfield.monica@mail.dc.state.fl.us		2:00 pm
	Apalachee CI	35 Apalachee Drive Sneads, Florida 32460 Contact: Monica Crutchfield Telephone: 850-663-3329 or 850-773-6541 Crutchfield.monica@mail.dc.state.fl.us	September 27, 2011	9:00 am
	Jefferson CI	1050 Big Joe Road Monticello, Florida 32344 Contact: Monica Crutchfield Telephone: 850-663-3329 or 850-773-6541 Crutchfield.monica@mail.dc.state.fl.us		2:00 pm
	RMC	7765 S. CR 231 Lake Butler, Florida 32054 Contact: Ruth Feltner Telephone: 386-496-6903 or 386-496-6908 Feltner.Ruth@mail.dc.state.fl.us		9:00 am
	Union CI	7819 N.W. 228th Street Raiford, Florida 32026 Contact: Ruth Feltner Telephone: 386-496-6903 or 386-496-6908 Feltner.Ruth@mail.dc.state.fl.us	September 28, 2011	2:00 pm
	FSP	7819 N.W. 228th Street Raiford, Florida 32026 Contact: Ruth Feltner Telephone: 386-496-6903 or 386-496-6908 Feltner.Ruth@mail.dc.state.fl.us		9:00 am
	Lancaster CI	3449 S.W. State Road 26 Trenton, Florida 32693 Contact: Ruth Feltner Telephone: 386-496-6903 or 386-496-6908 Feltner.Ruth@mail.dc.state.fl.us	September 29, 2011	2:00 pm
	Lowell CI	11120 NW Gainesville Rd. Ocala, Florida 34482 Contact: Skip Tompkins Telephone: 352-569-6201 or 352-242-1227 Tompkins.skip@mail.dc.state.fl.us		9:00 am
Southern	Lowell CI	11120 NW Gainesville Rd. Ocala, Florida 34482 Contact: Skip Tompkins Telephone: 352-569-6201 or 352-242-1227 Tompkins.skip@mail.dc.state.fl.us	September 30, 2011	9:00 am

SITE VISITS SCHEDULE				
Region	Institution	Address	Date	Time
	Lake CI	19225 U.S. Highway 27 Clermont, Florida 34715 Contact: Skip Tompkins Telephone: 352-569-6201 or 352-242-1227 Tompkins.skip@mail.dc.state.fl.us	October 3, 2011	2:00 pm
	Zephyrhills CI	2739 Gall Boulevard Zephyrhills, Florida 33541 Contact: Skip Tompkins Telephone: 352-569-6201 or 352-242-1227 Tompkins.skip@mail.dc.state.fl.us		9:00 am
	CFRC	7000 H C Kelley Rd. Orlando, Florida 32831 Contact: Skip Tompkins Telephone: 352-569-6201 or 352-242-1227 Tompkins.skip@mail.dc.state.fl.us		2:00 pm

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 Proposers not previously approved is at the sole discretion of the Institution and Proposers 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. 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 4.3.9.1.** This written response will be provided to all prospective Proposers as an addendum to the RFP and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions shall not be binding upon the Department.**

Failure to adequately inspect the premises shall not relieve the successful proposer from furnishing, at no additional cost to the Department, any materials, equipment, supplies, or labor that may be required to carry out the intent of this RFP. Submission of a proposal shall be construed as evidence that the proposer has made necessary examination, inspection and investigation.

4.3.9 Inquiries

4.3.9.1 Pursuant to Section 287.057(2), Florida Statutes, the Department will allow a written question and answer period for the purpose of responding to vendor questions. Any questions from Proposers concerning this RFP shall be **submitted in writing**, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this RFP and must be received no later than the date and time specified in the Calendar of Events (Section 4.2). **E-mail inquiries are preferred, and the Proposer may follow up with a hard copy by mail or facsimile.** However, it is the responsibility of the Proposer to confirm receipt of e-mailed or faxed inquiries.

4.3.9.2 Interested parties shall examine this RFP to determine if the Department's requirements are clearly stated. Proposers may request, in writing, during the question and answer period that the requirements be changed. The Proposer who requests changes must identify and describe their

difficulty in meeting the Department's requirements, must provide detailed justification for a change, and must recommend changes to the requirements. Requests for changes to this RFP must be received by the Department no later than the date shown for written inquiries questions in the Calendar of Events (Section 4.2). A Proposer's failure to request changes by the date described above shall be considered to constitute Proposer's acceptance of the Department's requirements. The Department shall determine what changes to this RFP shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this RFP, which shall be posted on VBS, in order that all Proposers shall be given the opportunity of proposing to the same requirements.

4.3.9.3 Failure to file a protest of the RFP specifications within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.3.9.4 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimate of the total value of the proposed Contract. The amount of the bond will be pursuant to Section 287.042(2)(c), F.S.

4.3.10 Letter of Intent to Propose

All Proposers planning to submit a proposal are strongly recommended to submit a letter stating this intent by the date and time specified in the Calendar of Events (Section 4.2). This letter may be e-mailed, mailed, faxed or hand delivered.

4.3.11 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at www.myflorida.com under the posted proposal number (click on "Business", then "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", and "Search Advertisements"). **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.**

An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the proposal, as instructed in Section 5.9, Addendum Acknowledgment Form.

4.3.12 Cost/Price Discussions

Any discussion by a Proposer 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 Proposer's proposal.

4.3.13 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Section 4.1 of this RFP shall be considered a duly authorized expression on behalf of the Department. Only communications from the Proposer's representative which are in writing and signed will be recognized by the Department as duly authorized expressions on behalf of the Proposer.

4.3.14 No Prior Involvement and Conflicts of Interest

The Proposer 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 Proposer. 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 Proposer 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 RFP.

4.3.15 State Licensing Requirements

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

4.3.16 MyFloridaMarketPlace Vendor Registration

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

4.3.17 Public Entity Crimes

A person or affiliate who has been placed on the Convicted Contractor List following a conviction for a public entity crime may not submit a proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

4.3.18 Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or proposal to provide goods or services to a public entity, may not be awarded a Contract or perform work as a Contractor, supplier, subcontractor or consultant under Contract with any public entity and may not transact business with any public entity.

4.3.19 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.

4.3.20 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Proposer 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, Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the Department with a separate redacted copy of its proposal 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 Proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the

Proposer submits its proposal to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Proposer shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Proposer's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Proposer fails to submit a Redacted Copy with its proposal, the Department is authorized to produce the entire documents, data or records submitted by the Proposer in answer to a public records request for these records.

4.3.21 Disclosure of Proposal 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 Proposer or its agents. All replies shall become the property of the Department and shall not be returned to the Proposer. 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 proposal shall not affect this right.

4.4 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 to award a contract, reject all bids or proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Calendar of Events (Section 4.2) 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 (follow instructions listed in Section 4.3.11).

4.4.1 Anyone seeking to file a formal protest must do so within the time prescribed in Chapter 120.57(3), Florida Statutes. Failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4.4.2 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimate of the total value of the proposed Contract. The amount of the bond will be pursuant to Section 287.042(2)(c), Florida Statutes. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at (850) 717-3605. The form of the bond shall be a bond, cashier's check, or money order.

4.4.3 Filing Notices of Intent or Formal Protest:

Notices of Intent to Protest or Formal Protest shall be filed with the Agency Clerk, located at 501 South Calhoun Street (Carlton Building), Tallahassee, Florida 32399-2500. Protest related documents may be hand-delivered to the Agency Clerk by entering the Calhoun Street entrance and asking the person at the Security Desk to call the Agency Clerk to come down to the entrance to receive the documents for filing. Documents left at the Security Desk will not be considered filed until received by the Agency Clerk. Formal protests may not be faxed filed. Protest documents received after hours will be filed the next business day. Protests sent to the Procurement Manager by any means (mail, fax or email), will not be considered filed with the Agency Clerk until they are received, by the Agency Clerk, at the Carlton Building address.

SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be submitted in hard-copy and on CD-ROM per the instructions below:

- The Proposer shall supply one (1) original signed and six (6) copies of the Project Proposal in writing, on paper, and clearly marked “RFP #11-DC-8324 – Project Proposal for Comprehensive Healthcare Services in Regions I, II and III.”
- The Proposer shall supply one (1) original signed and three (3) copies of the Price Proposal, in writing, on paper, and clearly marked “RFP #11-DC-8324 – Price Proposal for Comprehensive Healthcare Services in Regions I, II and III.” The Price Proposal must be completed utilizing the Price Information Sheet and Pricing Matrix worksheets (**ATTACHMENT 11**). All price tables must be filled out completely and in accordance with instructions set forth in Section 5.11 of this RFP.
- The Proposer shall supply one (1) electronic copy of the Project Proposal on CD-ROM with large files scanned as separate PDF files.
- The Proposer shall supply one (1) electronic copy of the Price Proposal on CD-ROM, in the original format as provided by the Department.
- The Proposer shall supply One (1) electronic (i.e., a pdf version on CD) **REDACTED COPY** of the entire Project Proposal (refer to Section 4.3.20).

The Project Proposal and Price Proposal may be submitted within the same box or container AS LONG AS they are in SEPARATELY SEALED packages/envelopes clearly identified as indicated above. Inclusion of any costs or pricing data in the Project Proposal may result in rejection of the entire proposal submission.

Project Proposal Format and Contents

This section prescribes the format in which the Project Proposals are to be submitted. There is no intent to limit the content of the proposals. Additional information deemed appropriate by the Proposer may be included, but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for proposals.

Project Proposals shall be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire proposal. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All Project Proposals must contain the sections outlined below. Those sections are called “Tabs.” A “Tab”, as used here, is a section separator, offset and labeled, (Example: “Tab 1, Mandatory Responsiveness Requirements”), such that the Evaluation Committee can easily turn to “Tabbed” sections during the evaluation process. Failure to have all copies properly “tabbed” makes it much more difficult for the Department to evaluate the proposal.

5.1 Tab 1 – Mandatory Responsiveness Requirements/Fatal Criteria

The following terms, conditions, or requirements must be met by the Proposer to be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Note: Copies of rejected proposals will be retained in the RFP file.

5.1.1 It is **mandatory** that the proposal package is received by the Department by the date and time specified in Section 4.2, Calendar of Events.

5.1.2 It is **mandatory** that the Proposer sign, have certified by a notary public, and return, under **Tab 1** of the Proposal, the “Certification Attestation Page for Mandatory Statements” (**ATTACHMENT 1**).

- 5.1.3 It is **mandatory** that the Proposer submit a completed Price Proposal, and that it is received by the Department by the date and time specified in Section 4.2, Calendar of Events. **The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in, as long as the Price Proposal (including all copies) is in a separately sealed package/envelope. As previously indicated, no cost information may be reflected in the Project Proposal.** Please see Section 5.11 of this solicitation for further information.

Additionally, the Proposer shall **complete, sign and return**, under **Tab 1**, the Florida Department of Corrections, RFP Acknowledgement Form, which is the front cover of this RFP document.

5.2 Tab 2 – Transmittal Letter with Executive Summary

The proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the Proposer's method of delivering the required services in compliance with the minimum requirements and scope of services outlined in Section 3, Scope of Services Sought, of the RFP. The synopsis shall contain sufficient detail addressing all elements of the required service delivery and shall be prepared in such a manner that will clearly indicate the Proposer's understanding of, and intent to comply with, the requirements set forth in the RFP, and will be understandable to individuals on a management level. The Transmittal Letter with Executive Summary shall be signed by a representative of the Proposer authorized to bind the corporate entity submitting the proposal and shall be inserted under **Tab 2** of the Proposal. The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

- 5.2.1 Information indicating that the Proposer is a corporation or other legal entity, if applicable.
- 5.2.2 The Proposer's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.
- 5.2.3 The Proposer's E-mail address or a statement certifying that an E-mail address will be available for the Contractor's Representative by the start date of any contract resulting from this RFP.
- 5.2.4 Information indicating whether the Proposer intends to utilize subcontractors and if so, that the proposer agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized for direct service delivery. (This information shall be provided with the proposal). Use of subcontractors must be in accordance with Section 7.18.
- 5.2.5 A statement from any proposed subcontractor acknowledging acceptance of and intent to be bound by the contract terms to be included in the Department's Contract should the proposer be awarded a Contract resulting from this RFP. The statement shall bear an original signature from a person authorized to legally bind the subcontractor.
- 5.2.6 Proof that the Proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office). In addition, the Proposer's corporate document number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.
- 5.2.7 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Proposer is also an employee of the State or no State employee owns a five percent (5%) interest in the Proposer or its' affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.

- 5.2.8 A statement affirmatively certifying that the Proposer has 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 RFP.
- 5.2.9 The Proposer shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years.
- 5.2.10 The Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Proposer), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.
- 5.2.11 A current copy of all required state and federal licenses, permits and registrations, including, but not limited to the face-sheet of the Contractor's current insurance policy coverage.
- 5.2.12 A current copy of all required state and federal licenses, permits, and registrations including, but not limited to the following:
 - 5.2.12.1 the face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section 7.15; and
 - 5.2.12.2 any applicable state and/or federal licenses related to services provided under this RFP as applicable.

5.3 Tab 3 – Business/Corporate Qualifications

The purpose of this section is to provide the Department with a basis for determining the Proposer's competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the Contractor" and insert it under **Tab 3**.

5.3.1 Business/Corporate Background

The background information of the Proposer indicated, which, at a minimum, shall include:

- 5.3.1.1 date established;
- 5.3.1.2 ownership (public company, partnership, subsidiary, etc.);
- 5.3.1.3 primary type of business and number of years conducting primary business;
- 5.3.1.4 total number of employees;
- 5.3.1.5 list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable;
- 5.3.1.6 national accreditations, memberships in professional associations or other similar credentials.

5.3.2 Narrative/Record of Past Experience

As indicated in Section 2.3, Section 5.3.2, and **ATTACHMENT 1**, it is a mandatory responsiveness requirement that the Proposer 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 comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 inmate patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare 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 comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an inmate population of at least 50,000 inmates. Details of the Proposer's experience, including that of any partners to a joint venture, subcontractors, etc., that meet this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

- 5.3.2.1 Provide a narrative description of Proposer's past experience delivering comprehensive healthcare services that meets the minimum qualifications set forth by this RFP. Clearly identify number of years providing services and dates of service delivery.
- 5.3.2.2 Provide the Proposer's business plan (the organization's current status and plans for several years into the future) and administrative structure. Describe the Proposer's organizational structure, depicting clear lines of authority.
- 5.3.2.3 Provide a list of all contracts current and/or past (within five (5) years) that fully demonstrate/illustrate that the Proposer has the experience and ability to completely and timely provide comprehensive healthcare services to an aggregate population of at least 50,000 inmates at any one time inmates in prison settings. If voluminous, no more than 10-15 contracts specifically related to the statement of services sought in this RFP shall be listed.
- 5.3.2.4 Provide a narrative summary of contract performance in the above-identified contracts, including information on any major adverse findings and/or liquidated damages imposed.
- 5.3.2.5 Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).
- 5.3.2.6 Provide a list of all contracts Proposer has provided services under that were terminated prior to original expiration date or for which Proposer requested termination, or reached mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract. If no contracts have been so terminated, Proposer shall provide a statement to that effect.
- 5.3.2.7 The Proposer shall provide copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by any federal or state oversight agencies within the past five (5) years. Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company, divisions or subdivisions of parent company, or of Proposer) that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning charges of fraud or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

5.3.3 Organizational Chart

The Proposer shall provide an organizational chart outlining the hierarchy of key project personnel for the Contract proposed under this RFP, including management staff and key leadership at the institutional level. Note: The Department shall approve all management and key positions. In addition, the vendor may not hire any individual who has been terminated by the Department without the written approval of the Department.

5.3.4 Business/Corporate References

The Proposer shall furnish a minimum of three (3) business/corporate references with its Project Proposal submission, utilizing the form provided as **ATTACHMENT 2** to support Proposer's stated business/corporate experience as outlined in this RFP. In order to qualify as relevant current experience, services described by corporate references shall be ongoing or have been completed within the sixty (60) months preceding the issue date of this RFP.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall identify the type of services provided by the Proposer (which should be directly relevant to the services outlined in this RFP), dates the Proposer provided such services, the firm/agency name of the entity for which the Proposer provided services, and the reference signer's *current* telephone number and address. Reference(s) shall include statements supporting that the Proposer has performed services similar in magnitude and scope to those requested in the RFP. References that do not support relevant service delivery experience shall be rejected. **Proposers may not use the Florida Department of Corrections as a corporate reference.** The Department reserves the right to contact the above-provided references as well as reference sources not listed in the proposal.

NOTE: The Department reserves the right to use all information provided in determining Proposer qualifications and responsibility, as well as any other information the Department may obtain through any means that bears on the issue of responsibility.

5.4 Tab 4 – Project Staff

The purpose of this section is to provide the Department with a basis for determining the Proposer's understanding of the qualifications of personnel required for administrative oversight and/or management of a contract of this size and scope. The Proposer shall insert the required information under **Tab 5** of the proposal.

5.4.1 Key Management Personnel and Qualifications

The Proposer shall provide biographies or curriculum vitae and qualifications of the following individuals to be assigned to the Contract. Such information shall include employment history for all relevant and related experience and all education and degrees (**including specific dates, names of employers, and educational institutions**). Licenses and credentials, as applicable, shall be provided with resumes, and experience and training must be indicated and must support that the respective individual meets the specifications listed below:

NOTE: The Department shall approve all management and key positions. In addition, the vendor may not hire any individual who has been terminated by the Department without the written approval of the Department.

5.4.1.1 Chief Executive Officer (or equivalent title) - The Chief Executive Officer is the highest ranking officer in the Contractor's company or organization. The CEO shall have a minimum of one (1) years' experience as CEO.

5.4.1.2 Administrative Project Manager (or equivalent title) - The Project Manager is the individual who will have corporate responsibility for administration of the contract. This individual shall have a minimum of three (3) years' experience within the past ten (10) years at the management

level, providing direct administrative oversight of a large-scale health-related program in a correctional system comprised of 10,000 inmates.

- 5.4.1.3 Healthcare Services Program Director (or equivalent title):** The Healthcare Services Program Director is the individual providing clinical oversight for all institutions. This individual is responsible for directing overall healthcare services delivery to include oversight of all healthcare services staff, consulting with other healthcare discipline staff and coordination of healthcare services with other healthcare providers. This individual shall have a minimum of three (3) years' experience within the past ten (10) years at the management level, directly managing a correctional medical services program or component within a correctional system comprised of 10,000 inmates in all medical grades up to and including inpatient status. In addition, the person occupying this position must be licensed "in good standing" to practice medicine under Chapter 458 or 459, Florida Statutes, hold a current DEA Registration Number, and must have credentials that meet or exceed the requirements of Florida Law.
- 5.4.1.4 Mental Health Program Director (or equivalent title):** The Mental Health Program Director is the individual providing clinical oversight for all included institutions. This individual is responsible for directing overall mental healthcare service delivery to include oversight of all mental healthcare staff, consulting with other medical staff and coordination of mental health services with other healthcare providers. The person occupying this position must be licensed to practice psychology or medicine "in good standing" in the State of Florida and must have credentials that meet or exceed the requirements of Florida Law. If the person occupying this position is a physician, s/he must hold a current DEA Registration Number and be board certified in psychiatry.
- 5.4.1.5 Dental Services Program Director (or equivalent title):** The Dental Services Program Director is the individual providing clinical oversight including utilization management for all included institutions. This individual is responsible for directing overall dental healthcare service delivery to include oversight of all dental healthcare staff, consulting with other healthcare staff and coordination of dental services with other healthcare providers. The person occupying this position must be licensed to practice dentistry "in good standing" in the State of Florida, hold a current DEA Registration Number, have a minimum of three (3) years correctional dental experience, and must have credentials that meet or exceed the requirements of Florida Law.
- 5.4.1.6 Pharmacy Program Director (or equivalent title):** The Pharmacy Program Director is the individual providing clinical oversight for all institutions. This individual is responsible for directing overall pharmacy service delivery to include oversight of all pharmacy staff, all pharmacy licenses, consulting with other healthcare staff and coordination of pharmacy services with other healthcare providers. The person occupying this position must be licensed to practice pharmacy in the State of Florida, in addition have a Florida Consultant License, have a minimum of three (3) years correctional pharmacy experience, and must have credentials that meet or exceed the requirements of Florida Law.
- 5.4.1.7 Director of Nursing (or equivalent title):** The Director of Nursing (DON) is the professional level Registered Nurse providing nursing oversight for all included institutions. This person administers, supervises, and coordinates the nursing program, and exercises judgment in formulating or assisting in the formulation of company policies and procedures that have significant impact on the delivery of nursing services to the inmate population. The Director of Nursing shall have as a minimum, three (3) years' of correctional Nursing Director or Supervisor experience within the past ten (10) years for multiple jails having a total inmate population of no less than 5,000 for the entire year; or three (3) years correctional Nursing Director or Supervisor experience within the past ten (10) years for one or more institutions at the state prison system level or the same experience at the federal prison system level or similar facility such as a military prison.

5.4.2 Project Staff References

The Proposer shall provide, for the individuals identified for the positions identified in Section 5.4.1, a **minimum of two (2)** and a maximum of four (4) references utilizing the form provided as **ATTACHMENT 3** of this RFP. Reference(s) shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall demonstrate, at a minimum, the required timeframe of work experience and shall include statements supporting the ability of the individual to perform on the Contract resulting from this RFP. Employees, or former employees, of the Department may not be used and will not be accepted as references. Further, references will not be accepted from persons currently or formerly supervised by the person for whom the reference is being submitted or related to that person in any way. References shall be from objective sources. The Department reserves the right to contact references not listed in the Contractor's proposal.

5.5 Tab 5 – Financial Documentation

5.5.1 Proposer shall provide financial documentation that is sufficient to demonstrate its financial viability to perform as required under the Contract that results from this RFP. Three of the following five minimum acceptable standards shall be met, one of which must be either item 4, or item 5, immediately below. Unless otherwise stated, the Proposer shall supply the following information, in **TAB 5** of its Proposal, for the legally qualified corporation, partnership or other business entity submitting the Proposal under this RFP that will be performing as the Contractor.

1. Current ratio: greater than or equal to **.9:1**
Computation: Total current assets ÷ total current liabilities
2. Debt to tangible net worth: less than or equal to **5:1**
Computation: Total liabilities ÷ (net worth minus intangible assets)
3. Dun & Bradstreet Supplier Evaluation Risk (SER Score) Rating: less than or equal to **4 (on a scale of 1-9)**. If the proposer, in its own assessment of these financial viability requirements, needs this element to meet 3 of the 5 standards, the proposer must request a Supplier Qualifier Report (SQR) from Dun & Bradstreet (D&B) and provide a copy of the SQR to the Department with the original proposal package. Otherwise, it is not required to submit the SQR, unless the proposer is uncertain of the Department's evaluation of all of these requirements. Instructions to obtain the SQR are included in **ATTACHMENT 9**.
4. Existing annual sales or revenue as reported in the calendar or fiscal year ended in 2010: **greater than or equal to \$500 million**
5. Total equity as reported in the calendar or fiscal year ended in 2010: **greater than or equal to \$50 million**

NOTE: The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided.

The Department also acknowledges that a Proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the Proposer has the financial capability of performing the contract(s) that is issued pursuant to this RFP. The Proposer **MUST** provide financial documentation sufficient to demonstrate such capability including, where possible, financial information specific to the Proposer itself. All documentation provided will be reviewed by an independent

CPA and should, therefore, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

If two or more proposers propose a joint venture in response to this RFP, then the assets, liabilities, equity and revenues for each of the members of the joint venture will be combined, to determine if the joint venture collectively meets the financial requirements under Section 5.5.1, items 1, 2, 4, and 5. If the Dun and Bradstreet Supplier Evaluation Risk Rating is necessary to meet three of the five minimum requirements, then all members of the joint venture must provide a copy of their respective Supplier Qualifier Report and all must report a rating of less than or equal to 4, in order for the joint venture to meet this requirement.

Proposers who are submitting a proposal as a joint venture shall include a written joint venture agreement with their project proposal. All parties to the joint venture shall be required to submit a performance bond.

5.5.2 To determine the above minimum acceptable standards the most recent available and applicable financial documentation for the Proposer **shall be** provided. This documentation **shall include**:

The most recently issued audited financial statements (or if unaudited, reviewed in accordance with Statements on Standards For Accounting and Review Services, issued by the American Institute of Certified Public Accountants). All financial statements shall include the following for the most recent, audited or reviewed financial statements for the proposer's fiscal year or calendar year, ended no earlier than 2010.

1. Independent Accountants' reports on the financial statements;
2. Balance Sheet;
3. Statement of Income or Comprehensive Income;
4. Statement of Retained Earnings or Changes in Stockholders' Equity;
5. Statement of Cash Flows;
6. Notes to Financial Statements;
7. A copy of the Dun & Bradstreet Supplier Qualification Report dated on or after June 30, 2011 (if necessary); and
8. This section of **TAB 5** shall include a statement indicating that the CEO and/or CFO of the Proposer has taken personal responsibility for the thoroughness and correctness of all financial information supplied with Proposer's proposal.

5.5.3 Failure to provide any of the aforementioned financial information may result in proposal disqualification.

5.5.4 Evaluation of the financial documentation provided by Proposers will be conducted as provided in Section 6 of this RFP.

5.6 Tab 6 – Technical Proposal/Service Delivery Narrative

The Proposer shall provide a Technical Proposal/Service Delivery Narrative identifying how the Proposer will meet the Statement of Purpose and Scope of Services Sought, respectively, of this RFP. The Technical Proposal/Service Delivery Narrative shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level. The proposal shall fully describe the Proposer's methodology for meeting the Department's requirements for service delivery outlined in Section 2 and Section 3, and shall specifically address any value-added services as described in Section 3.38. The proposal shall contain sufficient detail addressing all elements of the required services and shall be prepared in such a manner that will clearly indicate the proposer's understanding of

the services sought by the Department as set forth in the RFP. The Proposer shall insert the Technical Proposal/Service Delivery Narrative under **Tab 6** of the Project Proposal.

The Technical Proposal/Service Delivery Narrative shall include all areas addressed in the Scope of Services not otherwise addressed and, at a minimum, the following service delivery information:

The Department seeks insightful proposals that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the Proposer would be prepared to quickly undertake and successfully complete the required tasks. The Proposer's work plan should include a staffing plan that will clearly and specifically identify key personnel assignments and the number of hours by individual for each task. **(NOTE: The staffing plan should be consistent with the Work Plan).** After award, the Work Plan will become the Proposer's master plan to fulfill the Contract. It will incorporate other plans required by this RFP, if any. The Work Plan must be as complete as possible at the time of submission. It must:

1. Describe the Proposer's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements.
2. Describe the methodologies, process, and procedures the Proposer's proposed organization(s) would follow to do the work.
3. Define the Proposer's quality review process and describe how communication and status review will be conducted between all parties.
4. Describe the work reporting procedures required for the successful completion of the work.
5. Address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

NOTE: Each of the above elements must be addressed separately and tabbed individually.

5.6.1 Contractor's Proposed Work Plan

To ensure the proposer's network is adequate to serve the Department's inmate, the Contractor will include written descriptions of the following:

1. Establishment of a network of regional and tertiary care settings for outpatient specialty services, including dental care.
2. Establishment of a network of regional and tertiary care settings for inpatient care services.
3. Establishment of arrangements for local off-site emergency room services, including transportation.
4. Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care (not excluding mental health care when off-site inpatient mental health care placement is necessary), for placement in on-site infirmaries, mid-level residential mental health treatment settings, and for acute care mental health treatment units.
5. Management of a prior approval process for emergency travel within one business day, and that provides a clear process for dispute management.

5.6.2 Clinical Services/Outcomes

1. Describe current/actual clinical service capabilities in state correctional health care including resources (provide names and credentials of the Proposer's clinical experts).
2. Detail the Proposer's programming currently available in other state correctional health care contracts, and demonstrate how the programs are currently meeting the needs of states serviced.
3. Describe and enumerate your organization's clinical and administrative management oversight positions (e.g., directors, program managers, supervisory personnel, administrative services staff, etc.) which would be utilized to support the clinical staff assigned to the Department's mission. These may be identified as on-site or at the corporate center or at the Department's Central Office.
4. Provide a sample organizational chart showing the typical positioning of medical staff in a health unit.

5. Identify your prior success in terms of percentages and numbers in matching paid salaries and benefits of retained health services employees. Describe variances in salaries/benefits by positions within correctional institutions where you have had or believe you will have the most difficulty in matching salaries/benefits.
6. Describe how your organization typically adjusts staffing patterns to increase or downsize the number of staff currently assigned. Identify which position classifications are most often affected.
7. Identify the typical range of vacant positions in your contracted correctional institutions and/or other contracted facilities and identify which positions are most difficult for you to fill.
8. Describe methods your organization uses to recruit and retain qualified and competent employees.
9. Utilizing your current pay and benefits schedule for Florida and/or the U.S. Southeast region, provide an estimate of personnel costs assuming all positions listed on the Proposer's staffing plan are filled for a 12 month period.
10. Describe how your organization will maintain ACA and/or NCCHC Health Accreditation for state correctional health care.
11. Monitoring – How will the Proposer monitor and audit its clinical programs for effectiveness? What clinical monitoring systems does the Proposer currently use in its other similar programs?
12. Assessment and Treatment – What are the core elements of treatment from patient referral, identification of illness, and initial clinical consult through each level of care?
13. Healthcare Services – How will the Proposer manage overall delivery of healthcare services? Will clinicians be employees of the Proposer or be retained as independent contractors?
14. How will the Proposer schedule and supervise psychiatric services and psychiatrist participation? How will the Proposer ensure the availability of on-site psychiatrists?
15. Describe your organization's capability to provide contracted staff to adequately fill positions listed in the Proposer's staffing plan adequate numbers to provide full support to the patient population.
16. Identify the period of time required from contract award to fully staff positions and make health care services operational using 100% contracted staff
17. Describe the process you will use to interview and retain qualified Department health services employees upon contract award
18. What clinical treatment guidelines, best practice measures, and training programs does the Proposer currently have in place for the delivery of healthcare services?

5.6.3 Training

1. Training – What are the current clinical training programs and their ability to implement them for the Agency's contract?
2. What is the Proposer's approach to staff training?
3. What resources does the Proposer currently have for staff training?
4. Who provides the training?
5. Identify and provide the background of the persons providing training.
6. Submit example training programs from existing state correctional health care contracts that the Proposer currently serves.
7. What security, administrative, and medical personnel training does the Proposer currently provide in the arena of state correctional health care? Submit examples from all states where the Proposer has state correctional health care contracts.

5.6.4 Quality Assurance Program

The Contractor shall describe how it will implement and maintain a continuous quality improvement program (Quality Assurance Program) that incorporates clinical and non-clinical findings from the various workgroups and management reports. In addition, the program shall review additional issues based upon frequency of occurrence and severity of impact. Mortality reviews shall be conducted after every death. The proposer should describe how they will incorporate the program with existing committees and the flow of information from institution to Central Office.

Contractor and Department staff will run the Quality Assurance Program jointly. The proposer should describe the process that will be followed to achieve consensus regarding appropriate criteria screens. The proposer also shall describe how it will develop and implement plans to address findings.

All Contractors will cooperate in the performance of joint mortality reviews, with the results to be reviewed by the joint institution and Contractor's quality assurance workgroups. Contractors should define their peer review processes; the results of peer reviews will be shared with the Department's peer review workgroup and with the joint quality assurance workgroup as appropriate.

5.6.5 **Program Management**

Submit an overall Program Management Plan including, but not limited to:

1. A detailed description of the program management plan for this health care Contract.
2. Describe how your organization will provide services in accordance with ACA and/or NCCHC standards of care.
3. A list of each program's health managers and their contact information, credentials, and years of experience in state correctional healthcare.
4. Evidence regarding the Proposer's ability to recruit and retain qualified health program managers.
5. A description of each administrative and management position.
6. A description of how the Proposer will provide management services to each facility.
7. The Department is seeking medical services under the supervision of a board certified physician licensed by the Florida Board of Medical Examiners in general medicine or internal medicine. Provide information in response to the following:
 - a. Explain the availability of such a professional through your organization.
 - b. Provide a copy of your company's organizational chart identifying how clinical oversight is provided.
8. A description of how the Contractor will provide the following mandatory personnel:

Physicians:

Physicians who are board eligible or board certified in family medicine, internal medicine, or emergency medicine; licensed in the State of Florida with no conflicting restrictions.

Nurse Administrators:

- Three years (3) professional nursing experience functioning as part of a multi-disciplinary health care team.
- Twelve months experience in a supervisory capacity at a clinical or health care institution.
- Licensed to practice nursing in the State of Florida with no restrictions.

Staff Nurses:

- Twelve (12) months experience functioning as part of a multi-disciplinary health care team.
- Licensed to practice nursing in the State of Florida with no restrictions.

Dentists - Clear, Active, unrestricted Florida License in Dentistry with no conflicting restrictions.

Optometrists - Clear, Active, unrestricted Florida License in Optometry **Pharmacist** – Clear, Active, unrestricted Florida License in Pharmacy

Consultant Pharmacist - Clear, active, unrestricted Florida Consultant Pharmacist License

Psychologist - Clear, Active, unrestricted Florida License

Psychiatrist - Clear, Active, unrestricted Florida License

Mid Levels:

- Physician Assistants and Nurse Practitioners; licensed in the State of Florida with no conflicting restrictions
- Mental Health Professionals, LCSW, LPC MSW licensed in the State of Florida with no conflicting restrictions
- Dental Hygienists; licensed in the State of Florida with no conflicting restrictions.

The qualifications of Contractor's personnel are material to the Department's evaluation and subsequent award of the Contract. Any personnel identified in the Proposal will be considered the standard by which any subsequent replacement personnel will be evaluated. The Contractor is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity. Contractor shall have all key personnel hired by the commencement of the contract

The Department will be moving to a paperless health record system. Proposers shall submit in their proposal a short-term classical paper-based health record and shall submit a plan to migrate from a paper-based health record to paperless health record system. The plan submitted by the Proposer must address such issues as hardware, software, transition, technical support, ongoing maintenance, software updates, training and ownership at the termination of the contractual period. The plan shall include a timeline for a phased-in implementation by institution or region, to be fully completed within one year of contract execution.

5.6.6 Pharmaceutical Services

The Contractor shall be responsible for all pharmacy institutional licenses, non-formulary medications and emergency prescriptions filled at local pharmacies. If pharmaceutical services are awarded to the contractor, the contractor shall also be responsible for all pharmaceutical services including prescription records, inmate prescriptions and stock medications. All pharmacy services shall be in accordance with all applicable federal and state laws, rules, and regulations, Department of Corrections' rules and procedures, and Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services must be at the direction of a licensed Florida pharmacist.

5.6.6.1 The Contractor shall provide a plan to carry out pharmaceutical operations as stated in Section 3, Scope and Services Sought, pharmacy services that include, but shall not be limited to:

1. Controlled substances accountability
2. Medication administration record utilization
3. Drug Exception Request (DER), if applicable
4. Monthly reports as to the number of prescriptions written, medications dispensed and as needed reports
5. Reporting of medication nursing errors
6. Medication pharmacy errors
7. Corrective action plans
8. Return and refund for unused medication
9. Emergency medication acquisition
10. Pharmacist consultation: Consultant Pharmacist of Record and policies and procedures
11. Pharmacy inspections
12. Pharmacy medication education materials
13. Institutional pharmacy perpetual inventory
14. Formulary
15. Unit-dose packaging method for all medications
16. Pharmacy and Therapeutics Workgroup
17. Continuous Quality Improvement Program
18. DEA License verification
19. Institutional Drug Room License
20. Medication renewal tracking system
21. Drug storage and delivery services
22. IV Drugs
23. Accountability and destruction process

24. Stock medication procedure
25. Process for timely dispensing and delivery of prescriptions and orders
26. Back-up pharmacy services
27. Consultant pharmacy inspections
28. All pharmacy licenses, not otherwise stated
29. All Pedigree requirements, not already stated
30. A policy and procedure manual for pharmacy operations
31. Pharmacy software system containing requirements in Pharmacy Services Scope of Services
32. Procedure for transferring prescription files to the Department or another vendor upon contract termination, a minimum of 7 (seven) days prior to contract termination

5.6.6.2 Identification of Pharmacy Vendor

The Contractor shall provide the following information regarding the contractor's selected pharmaceutical vendor:

1. Name of Vendor
2. Location of Vendor's Parent Company
3. Location of any branch or warehouse supplying medications to any Florida correctional institution
4. Any company or corporation affiliation with the Contractor

5.6.6.3 Identification of Pharmacy Cost

In the cost proposal, the price allocated to pharmacy should be identified as part of the comprehensive bid price. An explanation for the following charges to the Contractor for pharmaceutical services should be included:

1. Describe the expected percentages of payment regarding Wholesale Acquisition Cost or Acquisition Wholesale Price of Pharmaceuticals.
2. The estimated percentages of the overall pharmaceutical cost charges by pharmacy vendor to the Contractor for the monthly administrative fee.

Identify in the Proposal what percentage of the comprehensive health care bid price is dedicated to the total cost of pharmaceuticals.

5.6.7 Access to Care

Describe in detail how your organization will provide unimpeded access to medical care. Describe how your organization will ensure, through direct service or referral, unimpeded access to care that meets the inmates' identified medical, dental, pharmaceutical, mental health needs and recognize and treats the complexity of and can provide for care ranging from trauma to primary care events.

The Proposer is also required to:

1. Submit a detailed staffing plan showing the number of staff and number of hours/days proposed in meeting the work requirements.
2. Provide a proposed table of organization governing on-site operations at the two Department secure institutions. The table must reflect the corporate supervision of all administrative and line staff responsible for functional service delivery on-site and off-site.
3. Describe past and current ability to plan and staff a program of similar scope.

4. Include a list of names of the program administrator and clinical and support staff members. The Proposer will provide a description of the role of each staff member in the project, and a resume for each staff member that demonstrates the appropriate training, education, background, and/or experience with projects of comparable size and scope. The Proposer must also specify the job duties and discuss the qualifications of the proposed staff relative to such position requirements needed to perform the required health services.

5.6.8 Health Operational Oversight

Health services must be provided in a manner which meets established standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Department, and all federal, state, and local laws. (Note that all of the activities undertaken in providing medical services to inmates are provided in an environment that encompasses every aspect of correctional health care.) The Proposer must define a system to provide for all of the following aspects of health care:

1. Medical services, to include on-site primary care, and medically necessary secondary, tertiary and emergency care.
2. Pharmacy services, all prescription medications, and over the counter medications to treat medical problems, pharmacy licenses, and consultant pharmacists.
3. On-site dental services: dental care, dental X-rays, and dental supplies including oral surgery when needed;
4. Specialty care as requested by primary care physicians or dentist;
5. Chronic care management;
6. Dialysis, radiotherapy and chemotherapy treatment;
7. Emergency medical care as requested by health care staff;
8. Hospitalization as required;
9. End-of-Life/Palliative Care
10. Optometry and eyeglass services;
11. Ancillary medical services, specifically including but not limited to: phlebotomy, laboratory, EKG and radiographic procedures and supplies;
12. Podiatry services medically indicated, including supplies, prescription, and procedures;
13. Emergency transport (ambulance);
14. Communicable disease and an institutional infection control program;
15. Lab services, including blood draws and supplies;
16. Routine physician care and periodic physical exams as required;
17. X-rays, X-ray interpretation and supplies;
18. Medical supplies
19. Prosthetics;
20. Medically-related office supplies and equipment;
21. Removal of all bio-hazardous, hazardous and/or other regulated EPA waste;
22. Nursing care on-site, 24 hours per day, seven days per week, including all holidays.
23. Sick call;
24. Management and ancillary staff to support health services program;
25. Medical and mental health reception process (initial intake screening)
26. All other items identified in the Scope of Services not specifically address here.

5.6.9 Staffing Plan For Delivery of Care

All staffing plans must be approved by the Department. The proposer shall submit an initial staffing plan that ensures the effective and efficient delivery of all services outlined in this RFP. The proposer shall use the Department's current baseline staffing (outlined in **EXHIBIT K**) as the basis for developing the initial staffing plan that shall meet the inmates' clinical needs. However, in preparing the initial staffing plan, the proposer shall consider and explain the potential impact of technology enhancements (implementation of telehealth/telepsychiatry and an electronic health record) on staffing needs at each institution.

The staffing plan is subject to change throughout the life of the contract resulting from this RFP. In the event there are mission changes that impact on health services functions and responsibilities at institutions covered by this contract, the Department shall advise the vendor of such changes in writing and request an updated staffing plan. The Department must approve any and all revisions to the staffing plan

The Proposer must submit solutions for staffing the following areas:

1. **Clinical.** Required personnel to provide services listed in this RFP must be provided by the Proposer on a staffing matrix to be submitted with this RFP in an attachment. Clinical personnel must not be assigned job duties that would require them to work outside of their respective legal scope of practices as defined by state and federal laws.
2. **Administrative.** In addition to the above named staff, the Proposer shall supply adequate supervisory staff to ensure oversight of the activities of the program staff and to serve as a liaison to the Department's staff at each institution. The nature and qualifications of the staff designated as administrative must be delineated in the proposal.
3. **Personnel Services.** The Proposer must list its ability and expertise for the following topics:
 - Recruitment practices - Include a description of recruiting capabilities and the ability to respond to acute recruitment needs prior to the start of the contract.
 - Equal employment opportunities
 - Licensure/certification requirements
 - Staff training and personnel development
 - Orientation of new personnel
 - Continuing education
 - In-service training.

5.6.10 Description of Special Program Areas

1. Re-entry Programs – Describe in detail what the Proposer is doing in other state correctional health contracts. The Department is looking to see how the Proposer's programs aid in the reduction of recidivism and in the delivery of continuation of care from prison to the community.
2. Behavior Management Programs – Submit examples of such programs from other state correctional mental health care contracts that the Proposer serves.
3. Special Population Management – Again submit program details for inpatient units from other state correctional mental health care contracts.
4. Describe mental health programming for other state correctional mental health contracts for mentally ill inmates in administrative segregation (what the Department refers to as Close Management).
5. Specify the policies and procedures to be utilized by your organization to deal with inmate complaints regarding any aspect of the health care delivery system.

5.6.11 Utilization Management and Utilization Review

1. The Proposer shall provide proposed methods for conducting UM and Utilization Review of the health case load and various service levels.
2. The service levels include Inpatient, Outpatient, Specialty and Crisis Intervention levels.
3. The system must include criteria for healthcare treatment, procedures and specialty care.
4. The system must be electronic and available to all institutions.
5. Provide actual programs and Outcomes in other state correctional health care contracts that the Proposer currently has.

5.6.12 Core Services delivered to provide a quality cost-effective program

1. Staffing, with specific numbers of all staff that will be provided by facility and position in key categories such as clinicians, registered nurses, clinical associates, psychologists, mental health specialists, psychiatrists, dental assistants, dental hygienists, consultant pharmacists, licensed practical/vocational nurses, etc. This shall include full position descriptions and proposed work schedule.
2. Credentialing Plan – Describe current initiatives and evidence to substantiate how the Proposer will ensure only credentialed professionals work for the Agency.
3. Cost Containment.
4. Recruitment Plan to ensure maintenance of professional clinical health staff and describe current recruiting resources that will be dedicated to the agency.

5.6.13 Core Services delivered to provide a quality assurance-effective program

1. Describe your Quality Assurance plans specific to the needs of the Department.
2. Samples of other state correctional health care quality assurance programs, initiative, and outcomes shall be provided.
3. Describe the organization and management responsibilities of the QA plan and how it will integrate with that of the Agency and other stakeholders including that of the medical program.
4. Outcomes data should measure the ability of the plan to ensure with compliance with applicable standards such as ACA and/or NCCHC requirements, Agency Policies, and key aspects of patient care.

5.6.14 Medication Management

1. What resources does the Proposer have to ensure the appropriate and the effective use of medications?
2. Formulary management plan should be provided, and examples of its formulary management plan from other programs.
3. Utilization Review of high-cost medication management must be provided. Specifically, describe how the prescribing pattern of each provider will be monitored, reviewed, and addressed in cases of variation from the norm. Also, provide examples of this from other state correctional health programs that the Proposer currently serves.
4. Treatment Guidelines – Provide copies of any current treatment guidelines used in any other state correctional health programs and any proposed guidelines for use in the Agency's program.
5. Training – Submit a description of actual training programs for medication management in any other state correctional health care programs that the Proposer currently serves.
6. Outcomes – Give examples of pharmacy management initiatives in other contracts the Proposer currently serves with regards to state correctional health care.
7. Transition Plan – Submit a plan, with timelines, for the transition of all pharmacy licenses and inmate prescription transfers to the new vendor.

5.6.15 Suicide and Self-Injury Prevention

Provide a narrative describing the Contractor's existing suicide and self-injury prevention program, including specific examples from other state correctional mental health care contracts that currently exist. The Department wants to see evidence of a continual high level of awareness facility-wide versus simple one-time training. Give examples how the Contractor will be aware facility by facility, and how the Contractor will work with security and other Agency personnel to make suicide prevention and self-harm prevention an ongoing process in the mental health care delivered to the Agency. Specific data from other state correctional mental health care facilities shall be submitted along with suicide rates in all mental health care contracts the Proposer currently serves.

5.6.16 Description of approach to applying the principles of Managed Care to the delivery of comprehensive healthcare services to inmates.

- 5.6.17 Description of approach for addressing and resolving legitimate inmate healthcare grievances and implementing corrective action to prevent recurrence.
- 5.6.18 Description of approach to providing basic healthcare to inmates housed in confinement units and of working with institutional security to ensure appropriate and efficient access to healthcare.
- 5.6.19 Description of approach to the development and implementation of disease management programs in providing care to inmates with chronic illnesses.
- 5.6.20 Description of approach to the timeframe for the implementation of the delivery of healthcare at each institution.
- 5.6.21 Description and diagram of complete data network with redundancy components.

5.6.22 **HIV Positive Inmates**

Please explain how you will coordinate the delivery of services to HIV+ inmates in the Department's immunity clinics.

5.6.23 **Private Correctional Facilities**

Currently, there are approximately 10,000 inmates housed in seven (7) private correctional facilities managed under contracts from the Department of Management Services. The contractor will be responsible for the provision and coordination of health care services for all inmates transferred from all current and future private facilities to the Department's institutions, and for working cooperatively with private facility staff on all transfers to and from these facilities. The Department will retain final decision-making authority regarding the transfer of inmates between the Department institutions and private correctional facilities.

The contractor shall describe how it will support the functions outlined above.

5.6.24 **Specialty Programs**

The Department's Office of Health Services manages two specialty programs that assist inmates with release planning. The contractor (s) shall develop and implement a plan for incorporating the HIV Pre-Release Planning and Mental Health Re-Entry (Aftercare) Program into their overall health care service delivery system.

5.6.25 **Statement of Acceptance**

The Contractor verifies that they shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s). Furthermore, no additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed. The Contractor attested that they shall not terminate the contract during the initial period based upon monetary losses and acknowledged that termination for this purpose shall result in damages assessed at the full contract compensation to the State payable within 90 days of notice by the Contractor.

5.7 **Tab 7 – Contact for Contract Administration**

The Proposer shall complete **ATTACHMENT 4** of this RFP and insert it under **Tab 7** of the Proposal.

5.8 **Tab 8 – Certification of Drug Free Workplace Program**

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference

shall be given to a proposal received from a Proposer that certifies it has implemented a drug-free workplace program.

If applicable, the Proposer shall complete and sign **ATTACHMENT 5** of this RFP (Certification of Drug Free Workplace Program), and insert it under **Tab 8** of the Proposal.

5.9 **Tab 9 – Addendum Acknowledgment Form**

The Proposer shall complete and insert each Addendum Acknowledgment Form received (example shown as **ATTACHMENT 6** of this RFP) under **Tab 9** of the proposal, if appropriate.

5.10 **Tab 10 – Minority/Service Disabled Veteran Business Enterprise Certification**

If applicable, the Proposer shall provide a current and valid copy of their certification as a minority or service-disabled veteran business enterprise issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under **Tab 10** of the proposal.

5.11 **Price Proposal**

Pursuant to Senate Bill 2000 (see **EXHIBIT X**), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see **EXHIBIT E**).

5.11.1 **Submission Requirements**

The Price Information Sheet should be submitted with the most favorable terms the Proposer can offer. By submitting an offer under this RFP, each Proposer warrants its agreement to the prices submitted. **The Department may reject any and all price proposals that are conditional, incomplete or which contain irregularities.**

Though the Department seeks an overall single capitation rate, per-inmate, per-day, proposers must provide a cost breakdown for off-site hospitalization, outpatient surgeries, pharmacy services, mental health services, medical, dental, electronic health record, telemedicine, accreditation, administrative costs, overhead, and profit as it applies to the Department's comprehensive contract. Pricing information must be submitted using the pricing worksheets provided with this request for proposals with the understanding that all price proposals must be consistent in all documents. This information is needed to examine the adequacy of the overall flat price.

The institutions' population reported in **EXHIBIT A** identifies both the estimated population (2010) and each institution's capacity. The Proposer shall use average daily population to determine the firm, fixed per-inmate-per-day costs by institution.

The Proposer shall include within the proposal the following documents:

- A per unit cost for each job title included on the proposed staffing matrix/plan.
- A summary pricing matrix with all costs allocated to specific categories.

Information that is deemed as proprietary in nature must be clearly marked.

The Proposer shall submit a completed Price Information Sheet and Pricing Matrix worksheets (**ATTACHMENT 11**) for the provision of services outlined in this RFP. All prices indicated shall be inclusive of the necessary personnel, labor, equipment, materials, services, insurance and all other things required to provide full service delivery in accordance with the minimum requirements set forth in this RFP.

All price tables shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices proposed.

All calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified the **Unit Price submitted by the Proposer will prevail**.

It is **mandatory** that the Proposer's Price Proposal, is received by the Department by the date and time specified in Section 4.2., Calendar of Events, and that it is completed as described within this section and any applicable worksheets. The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in (including all copies) as long as it is in a separately sealed envelope. As previously indicated, no cost information may be reflected in the Project Proposal.

Each Proposer shall submit one (1) separately bound, sealed and signed Cost Proposal, and three (3) copies, containing the proposed pricing methodology listed in Section 2.6 of the RFP using the Price Information Sheet (provided at the end of this document), and the Pricing Matrix worksheets (**ATTACHMENT 11**) as described below.

5.11.2 Price Information Sheet – Instructions

The Proposer shall enter a single capitation rate, per-inmate, per-day, for comprehensive health services in the appropriate column for the initial term of the Contract (years one (1) through five (5)), and for the renewal period (years six (6) through ten (10)) on the Price Information Sheet.

The single capitation rate, per-inmate, per-day shall be obtained from the sum of the totals, by category of service listed in the Summary Pricing Matrix, which is part of **ATTACHMENT 11**.

5.11.3 Pricing Matrix Worksheets Instructions

The Pricing Matrix (**ATTACHMENT 11**) should include per diem per-inmate fees for each category of service (medical, mental health, dental and pharmacy, and all related administrative staff, indirect costs and overhead). The Proposer shall utilize the electronic version of the Pricing Matrix worksheets when submitting their proposal.

The Proposer shall complete and submit, as part of its Price Proposal, two separate sets of the Pricing Matrix, one for the initial term of the Contract, and one for the renewal period. The two sets shall be identified accordingly.

5.11.3.1 Summary Pricing Matrix: This is a multi-tab worksheet that contains the Summary Pricing Matrix (first tab) and detailed pricing matrices by category of service (Administrative, Medical, Mental Health, Pharmacy, Dental, Key Management Staff, and Electronic Health Records tabs). In the Summary tab, **all figures will calculate automatically from the detailed pricing matrices**. The lower portion of the worksheets offer the Proposer space for comments regarding their assumptions in pricing or other comments that the Proposer wishes to provide.

The proposer shall also complete, and provide as part of its price proposal, the "Summary Pricing Matrix – Rx Removed" worksheets, in the event the Department decides to remove pharmacy services from this solicitation, if it is determined to be in the best interest of the State.

NOTE: Do not enter numbers into any cell with \$0.00 in the cell upon opening the file. These cells include formulas that will automatically calculate per diem per inmate fees, sub-totals, totals and the Summary Pricing Matrix. Only enter figures into the "Absolute Dollars" columns on the service category-specific sheets, which are blank. Per diem per inmate fees, sub-totals and totals on these sheets will calculate automatically.

5.11.3.2 ADP – Comprehensive: Insert the Per Diem Rate Proposed (Price per Inmate per Day - Unit Price) in Row 2, Column F, of the worksheet tab corresponding to the services required in this RFP. All cells will be automatically populated to obtain Daily, Monthly, and Yearly Totals.

The proposer shall also complete, and provide as part of its price proposal, the “ADP – Comprehensive – Rx Removed” worksheet, in the event the Department decides to remove pharmacy services from this solicitation, if it is determined to be in the best interest of the State.

5.11.3.3 Staffing Master: Insert the number of staff filling each position class and their respective shift determination for the identified class title. The Proposer will populate at least the Key Management Staff sheet and the region(s) covered by the proposal for which the Proposer is submitting a price proposal. The number of individuals shall be the anticipated number of employees/staff the Contractor will initially utilize in order to fulfill the terms and conditions of the contract. Additionally, the Proposer will indicate the hourly wage and hourly benefit for the class title and the number of employees in those positions. The annual salary will calculate automatically and shall equal the salary and benefits pricing submitted on the Summary Pricing Matrix.

The Pricing Matrix Excel files should be saved in a manner that easily identifies the Proposer (i.e.: “Pricing Matrix – Proposer Name.xls” and submitted electronically, along with a copy of the written proposal. A hard copy of the pricing matrix worksheets should also be included with the proposal, as instructed at the beginning of Section 5.

The Proposer shall also address ownership issues of the hardware, software and data at the end of the contract.

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SECTION 6 – REVIEW AND EVALUATION PROCESS

The Department will conduct a comprehensive, fair, and impartial review and evaluation of all proposals received in response to this RFP in compliance with the due dates specified in the Calendar of Events (Section 4.2). The review and evaluation will be conducted in accordance with the process set forth in Section 6.2, Review and Evaluation Process.

Issuance of this RFP in no way constitutes a commitment by the Department to award a contract.

This section provides an overview of the proposal review and evaluation process. It follows the process from proposal receipt to final contract award. The process itself is divided into eight separate phases. These phases are:

- Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (Tab 1)
- Phase 2 – Review of Financial Documentation (Tab 5)
- Phase 3 – Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6)
- Phase 4 – Review of Business/Corporate References, Personnel References, and Other Submission Requirements (Tabs 3, 4, 7, 8, 9, and 10)
- Phase 5 – Public Opening of Price Proposals
- Phase 6 – Review of Price Proposals
- Phase 7 – Ranking of Proposals
- Phase 8 – Notice of Agency Decision

Phases 1, 4, 5, 6 and 7 will be completed by staff members of the Department's Bureau of Procurement and Supply (BPS).

Phase 2 will be completed by an Independent Certified Public Accountant.

Phase 3 will be completed by the Proposal Evaluation Team. A Proposal Evaluation Team will be established to assist the Department in the evaluation of the proposals. Any proposal failing to meet mandatory responsiveness requirements/fatal criteria will **not** be evaluated. The Team will evaluate the Business/Corporate Qualifications, Project Staff information, and Technical Proposal/Service Delivery Narrative of all proposals that meet mandatory responsiveness requirements/fatal criteria. The Proposal Evaluation Team will score the Business/Corporate Qualifications, Project Staff information, and Technical Proposal/Service Delivery Narrative according to established criteria.

6.1 Proposal Review and Evaluation Points

The following shows the maximum number of points that may be awarded for each part of the submitted Project Proposal and Cost Proposal:

Mandatory Responsiveness Requirements/Fatal Criteria	0 points
Executive Summary and other Proposal Submissions	0 points
Category 1 – Business/Corporate Qualifications (Tab 3)	100 points
Category 2 – Project Staff (Tab 4)	100 points
Category 3 – Technical Proposal/Service Delivery Narrative (Tab 6)	400 points
Category 4 – Price Proposal	400 points
TOTAL POSSIBLE POINTS	1,000 points

6.2 Review and Evaluation Process

6.2.1 Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (Tab 1)

Proposals will be publicly opened at the date and time specified in Section 4.2, Calendar of Events. Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a **yes/no** review, conducted by BPS staff, to determine if all requirements have been met. **Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and result in rejection of the entire proposal. Further evaluation will not be performed.** No points will be awarded for passing the mandatory responsiveness requirements.

6.2.2 Phase 2 – Review of Financial Documentation (Tab 5)

The Proposer's Financial Documentation provided in Section 5.5 will be evaluated by an Independent Certified Public Accountant to determine the Proposer's financial capability. No points will be awarded for the Financial Documentation Review. In order to be deemed responsive, a proposer must meet three of the five minimum acceptable standards outlined in Section 5.5.1; one of the three standards must be either item 4, or item 5.

6.2.3 Phase 3 – Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6)

Only those proposals, which have met the mandatory responsiveness requirements, will be considered responsive and will be delivered to the Proposal Evaluation Team to be evaluated as described in Phase 2. **All evaluation criteria to be utilized in evaluation of each category of the Evaluation of Business/Corporate Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 6), are listed in ATTACHMENT 7.**

NOTE: In order to be considered responsible for Categories 1, 2, and 3, proposals must receive at least ninety percent (90%) of all possible points available for each category.

6.2.3.1 Category 1 – Proposer's Business/Corporate Qualifications (Tab 3)

The **Proposer's Business/Corporate Qualifications** will be evaluated by the Proposal Evaluation Team based on the information supplied by the Proposer as required in Section 5.3. The factors to be considered in evaluating the Proposer's Business/Corporate Qualifications are listed in **ATTACHMENT 7**. A maximum of one hundred (100) points will be given to the Proposer with the Business/Corporate Qualifications that received the highest number of points. Points for the other proposal will be determined using the following formula:

$$\frac{(X)}{N} \times 100 = Z$$

Where: N = highest **actual** Business/Corporate Qualifications points received by any proposal
X = actual Business/Corporate Qualifications points received by Proposer
Z = awarded points

6.2.3.2 Category 2 – Project Staff (Tab 4)

The Proposer's **Project Staff** will be evaluated based on the information supplied by the Proposer in response to Section 5.4. The factors to be considered in evaluating this category are listed in **ATTACHMENT 7**.

A maximum of one hundred (100) points will be given to the Proposer with the Project Staff section that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 100 = Z$$

Where: N = highest **actual** Project Staff points received by any Proposer
X = actual Project Staff points received by the Proposer's proposal
Z = awarded points

6.2.3.3 Category 3 – Technical Proposal/Service Delivery Narrative (Tab 6)

The **Technical Proposal/Service Delivery Narrative** will be evaluated based on the information supplied by the Proposer in response to Section 5.6. The factors to be considered in evaluating the Technical Proposal/Service Delivery Narrative are listed in **ATTACHMENT 7**.

A maximum of four hundred (400) points will be given to the Proposer with the Technical Proposal/Service Delivery Narrative section that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 400 = Z$$

Where: N = highest **actual** Technical Proposal/Service Delivery Narrative points received by any Proposer
X = actual Technical Proposal/Service Delivery Narrative points received by the Proposer's proposal
Z = awarded points

6.2.4 Phase 4 – Review of Business/Corporate References, Personnel References, and Other Submission Requirements (Tabs 3, 4, 7, 8, 9, and 10)

The BPS staff will review business/corporate references and personnel references, as provided by the Proposers, described in Sections 5.3.4 and 5.4.2, respectively, and may contact references for additional information/verification of business experience. In addition, BPS staff will review other proposal submission requirements (Tabs 7 through 10) as determined necessary. The Department is not limited to verifying references submitted solely by the Proposers and may utilize other sources.

6.2.4 Phase 5 – Public Opening of Price Proposals

The Price Proposal will be publicly opened at the date and time specified in Section 4.2, Calendar of Events, on all proposals qualified for evaluation.

6.2.6 Phase 6 – Review of Price Proposals (Category 4)

Price Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of this RFP. This will be a **yes/no** review, conducted by BPS staff, to determine if all requirements have been met. **Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and will result in rejection of the entire proposal. Further evaluation will not be performed.** No points will be awarded for passing the mandatory responsiveness requirements.

The price proposals that meet mandatory responsiveness requirements will be reviewed by BPS staff to determine price points. These Price Proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, **Unit prices submitted by the Proposer will prevail.**

A maximum of four hundred (400) points will be awarded for Price Proposal.

The Price Proposals utilizing the Price Information Sheet with the lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) will be awarded four hundred (400) points. All other price proposals will receive points according to the following formula:

$$\left(\frac{N}{X} \right)^3 \times 400 = Z$$

Where: N = lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) of all Price Proposals
X = Proposer's proposed Single Capitation Rate Per-Inmate Per-Day (Unit Price)
Z = points awarded

6.2.7 Phase 7 – Ranking of Proposals

The points awarded for Categories 1 through 4 (Business/Corporate Qualifications, Project Staff, Technical Proposal/Service Delivery Narrative, and Price Proposals), will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

6.2.8 Phase 8 – Notice of Agency Decision

The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

The Department has released three separate solicitations for comprehensive healthcare services to be provided by single contractors in Regions I, II, and III, respectively. In the event the Department determines that it is in the best interest of the State to make an award to a single contractor for services in each of the three regions, the Department will make such determination by rejecting all bids related to the multiple-region contract option.

6.3 Incomplete Pricing Sheet

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

6.4 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, FA.C., and Chapter 295.187, F.S.

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SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this RFP. By submitting a response to this RFP, the Proposer is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

When a contract is established between the Department and the Contractor for specific services, this RFP and the successful proposal shall be incorporated into and thereby become a part of that contract. If there is a conflict in language, the Department's Contract will govern.

7.2 Contract Term

The Department anticipates entering into a single contract under this RFP. It is anticipated that the initial term of any Contract resulting from this RFP shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract for an additional five (5) year period. Renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Proposer as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Proposer no later than ninety (90) days prior to the Contract expiration date.

7.3 Termination

7.3.1 Termination at Will

The Contract resulting from this RFP may be terminated by the Department upon no less than ninety (90) calendar days' notice, without cause, or by the Contractor upon no less than eighteen (18) months' 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.

7.3.2 Termination Because of Lack of Funds

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

7.3.3 Termination for Cause

If a breach of the Contract resulting from this RFP occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this RFP upon twenty-four (24) hours' notice. 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. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.3.4 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 RFP.

7.4 Payments and Invoices

7.4.1 Payment

The Contract(s) resulting from this RFP shall be a fixed rate/unit price contract based on a daily capitation rate. All charges must be billed in arrears in accordance with Section 215.422 of the Florida Statutes.

The Department will compensate the Contractor on a monthly basis, for the provision of comprehensive healthcare services as specified in the Scope of Service, at the capitation rate (unit price bid) per inmate times the average monthly number of inmates, times the number of days in the month. The average monthly number of inmates will be determined by the Department's official Monthly Average Daily Population (ADP) report. Payment for each facility shall begin at 12:01 a.m. on the implementation date contingent upon actual implementation of services. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed.

Monthly adjustments will also be made for costs defined as payable by the Contractor which have been paid by the Department or costs defined as payable by the Department which have been paid by the Contractor. Such adjustments will be added or deducted to the subsequent monthly payment after reconciliation between the Department and the Contractor. The monthly payment may also be adjusted based upon imposition of liquidated damages.

The cost of the Health Services Contract Monitors will be a deduction from the monthly management payment to the Contractor. The actual cost for such deductions will be based upon the appropriated rate, salary and expense dollars for the function.

The last payment of the Contract will be withheld until all pending adjustments including those provided for in Section 3.33 of this RFP, have been determined and reconciled.

7.4.2 MyFloridaMarketPlace Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

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

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

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

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

7.4.3 Submission of Invoice(s)

The Contractor agrees to request compensation on a monthly basis for services rendered through submission to the Department of a properly completed invoice for each institution/facility serviced within fifteen (15) days following the end of the month for which payment is being requested. The Contractor shall submit invoices pertaining to this Contract to the Contract Manager. Invoices will be reviewed and approved by the Contract Manager and then forwarded to the appropriate Financial Services' Office for further processing of payment. The Contractor's invoice shall include the Contractor's name, mailing address, and tax ID number/FEIN as well as the Contract Number and date services provided. Every invoice must be accompanied by the appropriate supporting documentation as indicated in Section 7.4.4, Supporting Documentation for Invoice.

7.4.4 Supporting Documentation for Invoice

Invoices must be submitted in detail sufficient for a proper preaudit and postaudit thereof. The Contractor shall provide a monthly summary report as an attachment to the monthly invoice. **Invoices will only be approved after receipt of the required invoice supporting documentation.**

Services will be considered complete and certified as payable when the required monthly report for the previous month has been received. In the report is not received, payment for services provided will be withheld until the report is received.

7.4.5 Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Contract resulting from this RFP.

7.4.6 Contractor's Expenses

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

7.4.7 Annual Appropriation

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

7.4.8 Tax Exemption

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

7.4.9 Timeframes for Payment and Interest Penalties

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

7.4.9.1 Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB, RFP, or RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

7.4.9.2 If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

7.4.10 Final Invoice

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

7.4.11 Vendor Ombudsman

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

7.4.12 Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this Contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

7.4.13 Subcontract Approval

As stipulated in Section 7.18, Subcontracts: No payments shall be made to the Contractor until all subcontracts have been approved, in writing by the Department.

7.5 Contract Management

The Department of Corrections will be responsible for management of the Contract resulting from this RFP. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Contract.

7.5.1 Department's Contract Manager

The Contract Manager for this Contract will be identified in the resultant Contract.

The Contract Manager or his designee will perform all Department designated monitoring tasks indicated in the Scope of Service as well as the following functions:

1. maintain a contract management file;
2. serve as the liaison between the Department and the Contractor;
3. evaluate the Contractor's performance;

4. direct the Contract Administrator to process all amendments, renewals, and termination of this Contract; and
5. evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to designated Department staff:

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

7.5.2 Department's Contract Administrator

The Contract Administrator for the Contract will be:

Chief, Bureau of Procurement and Supply
Bureau of Procurement and Supply
Florida Department of Corrections

Mailing Address:

501 South Calhoun Street
Tallahassee, FL 32399-2500

Physical Address:

4070 Esplanade Way
Tallahassee, FL 32399-2500
Telephone: (850) 717-3700
Fax: (850) 488-7189

The Contract Administrator will perform the following functions:

1. maintain the Contract administration file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain the official records of all formal correspondence between the Department and the Contractor.

7.5.3 Contract Management Changes

After execution of the Contract resulting from this RFP, any changes in the information contained in Section IV, Contract Management, of the Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in both the Contract Manager's and Contract Administrator's files. The Contract Manager shall be responsible for ensuring that copies are provided to the Contract Administrator.

7.6 Contract Modifications

Unless otherwise stated herein, modifications to the provisions of the Contract resulting from this RFP, with the exception of Section 3.26.2, Add/Delete Institutions/Facilities for Services; Section 7.4.3, Submission of Invoice(s); Section 7.4.4, Supporting Documentation for Invoice; and Section 7.5, Contract Management, shall be valid only through execution of a formal Contract amendment. If cost increases occur as a result of any modification of the contract, in no event may such increases result in the total compensation paid under the contract exceeding the amount appropriated for this project.

7.6.1 Scope Changes After Contract Execution

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

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

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

All changes will be conducted in a professional manner utilizing best industry practices. The Department expects changes to be made timely and within prices proposed.

7.6.2 Other Requested Changes

In addition to changes pursuant to Section 7.6.1, State or Federal laws, rules and regulations or Department, rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Assistant Secretary of Health Services shall determine what the resultant change in compensation should be, based upon the changes made to the scope of services.

7.7 Records

7.7.1 Public Records Law

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

7.7.2 Audit Records

7.7.2.1 The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

7.7.2.2 The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this RFP.

7.7.3 Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., D., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

7.8 State Objectives

Within thirty (30) calendar days following award of the Contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation.

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Procurement and Supply, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified in the final Contract resulting from this ITB.)

7.8.1 Diversity in Contracting: 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.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. 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 Contractors and sub- contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises

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/.

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, 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 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 RFP.

7.8.2 Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. 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 Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

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

If applicable, the Contractor shall submit a plan describing how it will address the use of RESPECT in offering the items bid.

7.8.4 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract resulting from this RFP shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

If applicable, the Contractor shall submit a plan describing how it will address the use of PRIDE in offering the items bid.

7.9 Sponsorship

If the Contractor is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this RFP, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by *Contractor's name* and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

7.10 Employment of Department Personnel

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

7.11 Non-Discrimination

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

7.12 Americans with Disabilities Act

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

7.13 Contractors Acting as an Agent of the State

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

7.14 Indemnification for Contractors Acting as an Agent of the State

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

7.15 Contractor's Insurance for Contractors Acting as an Agent of the State

The Contractor warrants that it is and shall remain for the term of the Contract resulting from this RFP, in compliance with the financial responsibility requirements of Section 458.320, Florida Statutes, and is not entitled to, and shall not claim, any exemption from such requirements. The Contractor also warrants that funds held under Section 458.320, Florida Statutes, are available to pay claims against the State in accordance with Section 7.14, Indemnification for Contractors Acting as an Agent of the State.

The Contractor agrees to provide adequate liability insurance coverage to the extent of liability under Section 768.28, Florida Statutes, on a comprehensive basis and to hold such liability insurance at all times during the existence of this Contract. Upon the execution of the Contract resulting from this RFP, the Contractor shall furnish the Contract Manager written verification supporting such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

7.16 Disputes

Any dispute concerning performance of the Contract resulting from this RFP shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary for Health Services. The Assistant Secretary for Health Services or designee shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator.

7.17 Copyrights, Right to Data, Patents and Royalties

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

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the Contract resulting from this RFP. All computer programs and other documentation produced as part of the Contract resulting from this RFP 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 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

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

7.18 Subcontracts

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

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0685, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

7.19 Assignment

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

7.20 Force Majeure

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

7.21 Substitution of Key Personnel

In the event the Contractor desires to substitute any key personnel submitted with his/her proposal, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

7.22 Severability

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

7.23 Use of Funds for Lobbying Prohibited

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

7.24 Governing Law and Venue

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

7.25 No Third Party Beneficiaries

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

7.26 Health Insurance Portability and Accountability Act

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

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

7.27 Reservation of Rights

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

7.28 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 Contractor 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.

7.29 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of eighty-two million dollars (\$82,000,000.00) that shall be in effect yearly 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 RFP. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

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

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ATTACHMENT 1 – CERTIFICATION/ATTESTATION PAGE
RFP #11-DC-8324

1. **Business/Corporate Experience**

This is to certify that the Proposer 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 comprehensive healthcare services to an aggregate patient population of a minimum of 50,000 inmate patients at any one time in prison, jail or other comparable managed healthcare settings. The Department understands that, due to the size and complexity of the inmate healthcare 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 comprehensive healthcare with sufficient levels of service in all areas (dental, mental health and physical healthcare) comparable to the service levels sought via this RFP to an inmate population of at least 50,000 inmates.

2. **Authority to Legally Bind the Proposer**

This is to certify that the person signing the Florida Department of Corrections RFP Acknowledgement Form and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Proposer's firm responsible for the prices and total amount of this Proposal and the preparation of the Proposal.

3. **Acceptance of Terms and Conditions**

This is to certify that the Proposer will comply with all terms and conditions contained within the RFP.

4. **Certification of Minimum Service Requirements/No Deviations**

This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3, Scope of Services Sought, of this RFP. Furthermore, this is to certify that the proposal submission contains no deviations from the requirements of the RFP.

5. **Statement of No Involvement:**

This is to certify that the person signing the proposal has not participated, and will not participate, in any action contrary to the terms of this RFP.

6. **Statement of No Inducement:**

This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regard to this RFP. Furthermore this is to certify that the Proposal 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 Proposal.

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

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

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

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

9. **Statement of No Investigation/Conviction:**

This is to certify that Proposer, it's affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

10. **Non-Discrimination Statement:**

This is to certify that the Proposer does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.

11. **Unauthorized Alien Statement:**

This is to certify that the Proposer does not knowingly employ unauthorized alien workers, pursuant to Section 274A of the Immigration and Nationality Act.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known OR Produced Identification Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 2 – BUSINESS/CORPORATE REFERENCE
RFP #11-DC-8324

(THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE ENTITY FOR WHICH THE REFERENCE IS BEING GIVEN.)

THIS BUSINESS REFERENCE IS FOR (Proposer's Name): _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM/ENTITY PROVIDING REFERENCE (if applicable): _____

1. How would you describe your relationship to this business/corporate entity? (e.g. Customer, Subcontractor, Employee, Contract Manager, Friend, or Acquaintance)

2. How many years have you done business with this business entity? _____ Please provide dates:

3. A. If a Customer, please specifically describe the **primary** service this entity provides to you. i.e. Does this vendor provide comprehensive healthcare services or other type of similar services?

B. Generally describe the geographic area where services were provided. (number of counties served, section of the state, etc).

C. What was the estimated population of clients that the entity served, to the best of your knowledge?

4. Did this entity act as a primary provider, or as a subcontractor? If a subcontractor, to whom? Please specifically describe the type of service that was provided by the entity for which this reference is being provided.

5. Can you identify the total number of years that this entity has provided comprehensive healthcare services? Please provide dates to the best of your knowledge.

6. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc).

7. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.

8. Would you conduct business with this business/corporate entity again? If no, please state the reason.

9. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.

10. Will you provide a phone number, fax or email address so we may contact you for further questions, if necessary?

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC. RETURN THIS FORM TO THE BUSINESS/CORPORATE ENTITY FOR WHICH YOU ARE PROVIDING THE REFERENCE. THIS REFERENCE WILL BECOME PART OF THE RFP RESPONSE.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 3 – PERSONNEL REFERENCE FORM
RFP #11-DC-8324

(THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE PERSON FOR WHOM THE REFERENCE IS BEING GIVEN.)

THIS PERSONNEL REFERENCE IS FOR: _____
THE POSITION THIS REFERENCE IS FOR: _____
NAME OF PERSON PROVIDING REFERENCE: _____
TITLE OF PERSON PROVIDING REFERENCE: _____
FIRM OR BUSINESS NAME: _____
OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL ADDRESS: _____

1. What is your business relationship with the person for whom this reference is being provided? Please specify: business associate, supervisor, employer, former employer, or other.

2. Please indicate how long you have been in a business relationship with the above-referenced individual and the nature of the business conducted.

3. What is/was the type of your association with this person?

4. Please indicate if you worked with the above referenced individual in a capacity that related to:
A. Executive Management (please explain): _____

B. Comprehensive Healthcare Services Management (please explain): _____

5. Please describe the above-referenced individual's major job duties during your relationship.

6. Please assess the above referenced individual's knowledge in relation to:
A. Executive Management: _____

B. Comprehensive Healthcare Services Management: _____

7. Please evaluate this person's ability to solve problems, communicate with others, work under pressure and make decisions. Please evaluate this person's ability to supervise staff.

8. Please evaluate the above-referenced individual's work habits such as attendance, punctuality, dependability, and observance of work rules.

9. Please describe any strengths or weaknesses the above-referenced individual possesses.

10. Would you conduct or engage in business with this person again? If no, please state the reason.

11. Please make any additional comments here.

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC. RETURN THIS FORM TO THE BUSINESS/ CORPORATE ENTITY FOR WHOM YOU ARE PROVIDING THE REFERENCE. THIS REFERENCE WILL BECOME PART OF THE RFP RESPONSE.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Print Name: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 4 – CONTACT FOR CONTRACT ADMINISTRATION/CONTRACTOR REPRESENTATIVE
RFP #11-DC-8324

The Proposer shall designate one person authorized to conduct Contract administration and function as the Contractor's Representative under the Contract resulting from this RFP.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ATTACHMENT 5 – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
RFP #11-DC-8324

Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a bid received from a proposer 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.

VENDOR'S SIGNATURE

(Form revised 4/06/06)

ATTACHMENT 6 – ADDENDUM ACKNOWLEDGMENT FORM
RFP #11-DC-8324

RFP ADDENDUM – SAMPLE ONLY

Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500

PROPOSAL NO: RFP #11-DC-8324

PROPOSAL TITLE: Comprehensive Healthcare Services in Regions I, II and III

PROPOSAL DUE: November 7, 2011

OPENING DATE: November 8, 2011

ADDENDUM NO.:

DATE:

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP. THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED, AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS, WITH THE PROPOSAL. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

PROPOSER: _____ BY: _____

ADDRESS: _____ TELEPHONE: _____

CITY, STATE: _____ DATE: _____

Authorized Signature

**ATTACHMENT 7 – EVALUATION CRITERIA
RFP #11-DC-8324**

1. Business/Corporate Qualifications = 100 points

The Department will evaluate the corporate experience, corporate resources, and capabilities of the Proposer and any subcontractors (if known) and points will be assessed based upon information provided which includes, but is not limited to the following:

	Points
a. Relevancy and length of past experience providing comprehensive healthcare services;	20
b. Relevancy and length of experience performing tasks as specified in this RFP;	20
c. Quality of past experience transitioning, and implementing services on a large-scale basis similar to those requested in this RFP;	10
d. Complexity and detail of prior experience delivering services similar to those contemplated by the RFP;	10
e. Appropriateness of licenses, permits, registration and insurance as required by law and the RFP;	5
f. Relevancy of past performance of contracts, with emphasis on specific tasks as specified;	5
g. Evidence of exemplary or qualitative findings, or the absence thereof in delivery of any previous contracted service;	5
h. Past provision of similar services either directly or via subcontracting or other means;	5
i. If subcontractors or other parties are to be utilized, relevant experience/qualifications of proposed subcontractors and percentage to be subcontracted to each; and	15
j. Proposer's Organizational Chart.	5

2. Project Staff - 100 points

The Department will evaluate the Proposer's project staff and points will be assessed based upon information provided which includes, but is not limited to: the adequacy of background and experience, professional qualifications and credentials of the project staff to be utilized for service provision as described in the RFP:

	Points
a. Chief Executive Officer (or equivalent title)	5
b. Administrative Project Manager (or equivalent title)	10
c. Healthcare Services Program Director (or equivalent title)	15
d. Mental Health Program Director (or equivalent title)	20
e. Dental Services Program Director (or equivalent title)	15
f. Pharmacy Program Director (or equivalent title)	15
g. Director of Nursing (or equivalent title)	20

3. Technical Proposal/Service Delivery Narrative = 400 points

The Department will evaluate the Proposer's Technical Proposal/Service Delivery Narrative and points will be assessed based upon information provided which includes, but is not limited to the following:

	Points
a. Demonstration of a complete understanding and knowledge of the Department's Scope of Services Sought;	50
b. Demonstration that services can be implemented within the time frames specified;	50
c. Method and approach to providing comprehensive healthcare services consistent with service tasks as described in Section 3;	50
d. Description of approach to maintaining healthcare accreditation;	25
e. Ability to provide and manage comprehensive healthcare services on a correctional setting;	40
f. Method of approach to providing off-site hospital and specialty services.	30

g. Appropriateness of the system to geographically meet the needs of the Department;	15
h. Method of approach for addressing legitimate inmate healthcare grievances and implementing corrective action to prevent recurrence;	20
i. Method of approach for prevention of suicide and self-mutilation;	40
j. Method of approach to providing comprehensive healthcare services to inmates housed in confinement units and of working with institutional security to ensure appropriate and efficient access to healthcare;	40
k. Value-Added Services to be provided by the Proposer which are not required by the Department.	40

4. **Price Proposal (Price Information Sheet) = 400 points**

The Price Proposals utilizing the Price Information Sheet with the lowest verified Single Capitation Rate Per-Inmate Per-Day (Unit Price) will be awarded four hundred (400) points.

**ATTACHMENT 8 – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
RFP #11-DC-8324**

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.A. § 17932(b). Such report will:

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.

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

3. Obligations of Department

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to 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 of or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.

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

**ATTACHMENT 9 – INSTRUCTIONS TO OBTAIN SUPPLIER QUALIFIER REPORT
RFP #11-DC-8324**

Instructions to Obtain SQR

The Supplier Qualifier Report (SQR) is a standard report detailing financial and operational capability. If necessary, the prospective Contractor shall request the SQR report from D&B through the following process:

- Go to D&B's *Contractor Management Portal*
 - <http://www.dnbgov.com/state-local/contractor-management-portal>
For assistance, the User Guide is on this page or in the following link:
<http://www.dnbgov.com/pdf/SupplierOnRampUserGuideforCMP.pdf>
- Step 1: Search for your company
 - Enter your business information and select search
 - You may enter your company's D-U-N-S Number. If you don't know your company's D-U-N-S number, you may use the search feature to find it.
- Step 2: Select your company
 - Select your company from the candidate list
- Step 3: Complete Registration
 - Confirm your company and confirm your registration
- Step 4: End User License Agreement (See instruction in *RED*)
 - *Company Name - *Enter Agency or Contracting Agents Name*
 - *email Address - *Enter Agency or Contracting Agents email address to receive the D&B Report*
 - *Check Yes*
 - Complete registration
- Step 5: Payment Information
 - Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Proposer.
- Once the process is complete, a copy of the D&B SQR must be provided to the Department, and an identical report should be kept by the Proposer as verification.

The SQR report shall be a part of the Proposer's proposal. It is the duty of the Proposer to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the documents that the SQR report is that of the proposing entity, then the Department will not give credit for this requirement.

Respondents are advised to allow sufficient time before the proposal due date for the D&B processing. Proposers should allow a minimum of 10 business days for D&B to process. If the Department does not receive a D&B SQR from the Proposer prior to the opening date of the solicitation as stated in the Calendar of Events, and a SQR is not submitted with the proposal, the Proposer shall be required to demonstrate that the SQR was requested by the Proposer after the posting date of the solicitation. The SQR must be current to this posting.

**ATTACHMENT 10 – NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
RFP #11-DC-8324**

In connection with RFP 11-DC-8324, entitled "Comprehensive Healthcare Services in Regions I, II, and III" the Florida Department of Corrections ("DC") 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 DC concerning RFP 11-DC-8324, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to the RFP) 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 DC, 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 DC of any unauthorized release of Restricted information.
4. You understand that this statement does not obligate DC 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 DC for which damages are not an adequate remedy and that the DC 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 Exhibits & Resources CD, specified in Section 2.7 of the RFP.

Acknowledged and agreed on _____, 2011:

By: _____
(Signature)

Name: _____

Company Name: _____

Title: _____

Florida Department of Corrections (DC)

By: _____
(Signature)

Name: _____

Title: _____

PRICE INFORMATION SHEET
RFP# 11-DC-8324

Pursuant to Senate Bill 2000 (see **EXHIBIT X**), any intent to award for comprehensive health services is contingent upon a cost savings of at least seven percent less than the Department's Fiscal Year 2009-2010 healthcare expenditures (see **EXHIBIT E**).

For the Price Information Sheet, proposers shall provide a single capitation rate per-inmate, per-day (Unit Price). Proposers shall complete the Price Information Sheet as instructed in Section 5.11.

Note: 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.

Comprehensive Healthcare Services	Contract Years <i>Years 1 - 5</i>	Renewal Years <i>Years 6 - 10</i>
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	\$_____	\$_____

Comprehensive Healthcare Services <i>(Not including Pharmacy Services)</i>	Contract Years <i>Years 1 - 5</i>	Renewal Years <i>Years 6 - 10</i>
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	\$_____	\$_____

All calculations will be verified for accuracy by the Bureau of Procurement and Supply staff assigned by the Department. In the event a mathematical error is identified, the **Unit Price submitted by the Proposer will prevail**.

NAME OF PROPOSER'S ORGANIZATION

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE