FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

INVITATION TO NEGOTIATE (ITN)

FOR

COMPREHENSIVE HEALTH CARE SERVICES -
INSTITUTIONAL MEDICAL CARE FOR INMATES
(RE-PROCUREMENT)

ITN #17-FDC-185

RELEASED ON
May 22, 2017

By the:
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TIMELINE
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EVENT	DUE DATE	LOCATION
Release of ITN	May 22, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Mandatory Pre-Bid Conferences and Site Visits	June 12-16, 2017	See Section 4.17 for a complete listing of these **mandatory** site visits.
Questions Due	July 7, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@mail.dc.state.fl.us *(reference solicitation number in subject line)*
Anticipated Posting of Answers to Submitted Questions	August 8, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	August 29, 2017 by 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	September 14 2017 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	October - December, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Best and Final Offers (BAFOs) Due	January 11, 2018	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Negotiation Team Meeting	January 25, 2018 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	March, 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1 – DEFINITIONS

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

1. **Access:** As used in this Invitation to Negotiate, is the establishing of a means by which health care services are made available to inmates. Unimpeded access will be provided on-site or off-site 24 hours a day, 7 days a week.

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

3. **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.

4. **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.

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

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

7. **Clinician:** A title referring to a Clinical Associate, Advanced Registered Nurse Practitioner, or Physician, licensed to practice in the State of Florida.

8. **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.

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

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

11. **Community Health Care Provider:** Health care services required under this ITN that are provided off-site by health care providers from the community**.**

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

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

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

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

16. **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 (both administrative and clinical) and to evaluate overall Contractor performance.

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

18. **Contract Services:** Where used herein, refers to those services provided by a private Contractor on behalf of the Department, as described in this ITN document and pursuant to an executed contract.

19. **Contract:** The agreement resulting from this ITN between the Successful Vendor and the Department.

20. **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.

21. **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.

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

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

24. **Crisis Stabilization Unit (CSU):** Refers to a unit that provides an intensive level of care for close observation, management, and treatment interventions, while seeking rapid stabilization of acute mental health symptoms and conditions.

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

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

27. **Department:** The Department of Corrections, referred to in this ITN document as "the Department" or "FDC."

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

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

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

31. **General Population:** As used in this ITN, refers to the population of inmates who are not in a special housing status or inpatient mental health or medical unit(s).

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

33. **Health Services Bulletin (HSB):** Refers to health care guidelines for the provision of inmate health care, created pursuant to Section 945.6034, F.S. Health Services Bulletins do not override rules or procedures, but they provide additional guidance for health services staff. HSBs are published under the authority of the Director of Health Services.

34. **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.

35. **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.

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

37. **Impaired Inmate Committee:** Refers to the institutional staff members functioning as a multidisciplinary team working together for the development, implementation, and monitoring of an individualized service plan for each impaired inmate.

38. **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, and satellite facilities.

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

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

41. **Licensed Nurse:** A Registered Nurse, with an active license in the State of Florida.

42. **Medically Necessary:** Health care services that a Health Care Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing or treating an illness, injury, disease, and which is:
    - Consistent with the symptom, diagnosis, and treatment of the inmate's condition;
    - Provided in accordance with generally accepted standards of medical practice;
    - Not primarily intended as cosmetic for the convenience of the inmate or the health care provider;
    - The most appropriate level of supply or service necessary for the diagnosis and treatment of the inmate's condition; and
    - Approved by the appropriate medical body or health care specialty involved as effective, appropriate, and essential for the care and treatment of the inmate's condition.

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

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

45. **Mental Health Observation Status (MHOS):** Refers to admission to Infirmary Mental Health care for inmates that present with acute symptoms of mental impairment that do not involve the assignment of Self-Harm Observations Status.

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

47. **Multi-Disciplinary Service Team (MDST):** A group of staff members representing different professions, disciplines, or service areas, which provides mental health assessment, care and treatment to the inmate and develops, implements, reviews, and revises an Individualized Service Plan, in accordance with identified mental health needs.

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

49. **Offender Based Information System (OBIS):** The Offender Based Information System is the Department's official record keeping system of inmates.

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

51. **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.

52. **Responsive Reply:** A Reply, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.

53. **Self-harm Observation Status (SHOS)**: 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.

54. **SOAP:** As used in this ITN, "SOAP" is an acronym for "Subjective, Objective, Assessment, and Plan" and is a format of medical documentation.

55. **SOAPIE:** As used in this ITN, "SOAPIE" is an acronym for "Subjective, Objective, Assessment, Plan, Intervention and Evaluation then Education" and is another format of medical documentation used by nursing staff.

56. **Special Housing:** As used in this ITN, special housing refers to administrative confinement (AC), disciplinary confinement (DC), protective management, maximum management, death row, and close management (CM).

57. **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 ITN.

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

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

60. **Vendor/Offeror:** A legally qualified corporation, partnership or other entity submitting a Reply to the Department, pursuant to this ITN.

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SECTION 2 – INTRODUCTION

2.1 Background

Pursuant to Chapter 945, Florida Statutes (F.S.), the Florida Department of Corrections (FDC) is responsible for the supervisory and protective care, custody, and control of all inmates. As part of this statutory responsibility, the Department provides comprehensive health care services to its inmate patients. The Department is the third largest state prison system in the country, with approximately 100,000 inmates and an operating budget of approximately $2.3 billion. The Department has over 140 facilities statewide, including: 50 major institutions, 13 institutional annexes, seven (7) private prisons (operated by the Department of Management Services and not included in the services procured under this ITN), 32 work camps, two (2) road prisons/forestry camps, one (1) boot camp, 21 contracted community release centers, 13 state-run community release centers, and four (4) re-entry centers.

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

Prior to 2012, FDC ran its health services operation through a combination of state employees, who provided primary care services behind the secure perimeter of the prison, and more than 200 Contractors who provided specialty care, hospital services and ancillary services. Currently, the Department delivers medical, dental, and mental health services through an outsourced model with one (1) Contractor, Centurion of Florida, LLC (Centurion). Centurion provides on-site primary health care, on- and off-site specialty care, inpatient and outpatient hospital care and ancillary services. They also operate the Reception and Medical Center (RMC) in Lake Butler, FL which includes a licensed one hundred and twenty (120) bed hospital with an ambulatory surgical center and a contracted cancer center. The Department provides pharmacy dispensing services through three (3) regional pharmacies and one (1) hospital pharmacy at RMC.

2.2 Statement of Purpose

The Department is seeking replies from interested, qualified vendors to deliver health care services effectively and efficiently to inmate patients at all FDC institutions and associated satellite facilities listed in Attachment II. These services must be provided in accordance with the Health Care Standards outlined in Section 3. Vendors must have at least three (3) years of business/corporate experience within the last five (5) years providing correctional health care, as described in this ITN, to a total population of at least 10,000 clients.

Specifically, the Department is seeking replies for comprehensive medical services for all facilities, except the Reception and Medical Center (RMC), which is being procured through a separate solicitation. The Department intends to award the Contract either statewide or in two areas: North (comprised of Regions 1 and II) and South (comprised of Regions III and IV), as shown in Attachment I.

Throughout the term of the resultant Contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in Attachment III at or near the maximum level at each institution. The actual population at each institution may not currently be at maximum capacity; however, the Contractor shall be prepared to deliver health care services, up to and including, the identified maximum capacity level during the term of the resultant Contract. The actual inmate population for each institution, as of April 30, 2017, is also shown in Attachment III for reference.

In addition, subsequent to establishing a Contract resulting from this ITN, if the Department determines that additional services are 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, F.S.

2.3 Procurement Overview

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

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

2.4 FDC Health Care Goals

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

- Reducing inmate mortality where early detection and appropriate, timely treatment could have avoided preventable mortality.
- Ensuring that inmates in special housing have full access to and receive the same level of care as inmates in general population.
- Reducing the volume of inmate grievances and litigation related to health care services.
- Improving waiting times between when consultations and diagnostic testing are ordered and when the results are received and a Clinician reviews with the inmate.

- Reducing the use of unsecured community hospital units and increasing the usage of secured community hospital units, to avoid the need for additional security staff and overtime.
- Ensuring inmates are prepared for continued medical care and supportive services, where appropriate, upon their release back into the community.
- Reviewing available technologies to provide enhanced services at reduced costs.

The intent of this procurement is to Contract with a service provider(s) to assist FDC in meeting these goals.

2.4.1 Specific Goals of this ITN

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

2.5 Transition 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. As part of their Reply, Respondents should include an Overall Statewide Implementation Timeline, including each institution and a detailed description of the transition plan for each area of health services delivery.

2.6 Term of Contract

It is anticipated that the initial term of any Contract(s) resulting from this ITN shall be for a five (5) year period. The Department may renew the Contract for up to five (5) renewal years, or portions thereof. The renewal(s) 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 ITN, it will provide written notice to the Contractor no later than one hundred and twenty (120) days prior to the Contract expiration date.

2.7 Pricing Methodology

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

provide the Cost Reply according to the instructions provided in Section 4.9, Contents of Reply Submittals, Cost Reply.

Vendors shall provide a single capitation rate, (per-inmate, per-day) for the delivery of comprehensive health care services either statewide or for the North or South areas. 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. To ensure the Department obtains services at the best value, the Department reserves the right, during the Negotiation phase, to consider alternate pricing models, such as cost reimbursement.

Deductions from the monthly payment to the Contractor will be made for salary and travel costs for the Health Services Contract Monitors, approximately $1.3 Million (statewide). The total annual cost of the Health Services monitors of $1.3 million will be divided between awarded vendors of the North area and South area evenly. $650,000 annually will be deducted from the awarded Vendor of the North and $650,000 from the awarded Vendor of the South area. This deduction will be accomplished through a monthly invoice adjustment, based on the Contractor's portion of healthcare services. The amount of payment for each Contractor will be determined by the Department after the Comprehensive Health Care Services contracts have been awarded.

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, secondary, tertiary care and specialty care, including diagnostic, staging procedures and treatment of inmates diagnosed with cancer
- Preventive clinical services
- 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
- Health Education

Utilization Management

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

Pharmacy Services

- All non-formulary prescription medications (except for medications provided through the Federal 340b STD Specialty Care Drug Discount Program)
- 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 other vendor and Department staff

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).

In addition, the Department reserves the right to access any programs under the Federal Health care Reform Act, Federal, State or Local Grants, and Partnership opportunities, or any state initiatives, that result in savings on health care costs. Changes will be made by formal Contract amendment, as indicated in Section 5.21, Contract Modifications.

2.8 Resources

The Department is providing the following resources that may be helpful to Respondents in developing and proposing appropriate solutions, implementation and transition approaches, and operations and pricing that best meets the needs of the Department. In order to gain a comprehensive understanding of the current services, Respondents are strongly encouraged to review the information contained in these links.

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

- Original Comprehensive Health Care Services procurements:
  http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98603
  http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98604
  http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98605
  http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98606

http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98607

- ITN 15-111, Comprehensive Healthcare Services – Institutional Medical Services for Inmates (released in December 2015): http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=133378
- Original Comprehensive Health Care Services contracts (Corizon and Wexford): https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2757 https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2758
- Current Health Services Contract (Centurion): https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2869
- All current Department policies, procedures, and Health Services Bulletins (except those identified as "Restricted.") http://www.dc.state.fl.us/business/HealthSvcs/procedures.html http://www.dc.state.fl.us/business/HealthSvcs/bulletins.html
- Helpful operational information http://www.dc.state.fl.us/business/HealthSvcs/exhibits.html

Some of the Department's procedures are identified as "Restricted" and are not available for public viewing. Restricted Department procedures will be made available to interested Vendors for the development of Replies. To obtain a copy of the restricted procedures, Vendors shall email a signed copy of Attachment V, Nondisclosure Agreement for Restricted Information, to the Procurement Officer, along with their Express Mail (i.e., FedEx, UPS) account number to cover the cost of shipping. Once the signed agreement is received by the Procurement Officer, the Department will provide the restricted procedures on a CD to the Contractor, via overnight mail or via email, depending on the file size.

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

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

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SECTION 3 – SCOPE OF SERVICES SOUGHT

Comprehensive health care services are currently provided to the State via a contract with Centurion of Florida, LLC. The current Contractor provides all medical, mental health, institutional pharmacy services, and dental care, as well as operates the Department's hospital, Reception and Medical Center (RMC). The State is responsible for providing inmates with a constitutional standard of care when they are admitted to the Department's prisons, in accordance with Sections 945.025(2), and 945.6034, F.S. The Department's health care delivery is managed by the Department's Office of Health Service (OHS), which oversees the delivery of health care services, provides technical assistance to the contractor, and handles statewide functions such as policy development, grievance appeals, clinical-legal issues, Contract management and monitoring, and collaboration with other state agencies.

3.1 General Description of Services

The Florida Department of Corrections seeks to continue to deliver health care services to our correctional population in a cost effective manner. The provision of services is provided both on-site at state-operated correctional institutions, and off-site at hospitals, physician's offices, and specialty care centers. The objective of this Invitation to Negotiate (ITN) is to solicit information from qualified Vendors who can manage and operate a comprehensive health care services program specific to medical care, on behalf of the Department in a cost-effective manner by delivering adequate health care services that meet constitutional and community standards of care. Under this Contract, the Contractor would assume total responsible for any and all liability for medical health care service delivered to the inmates under the care and supervision of the Department.

Health Care Standards

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

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

Many current FDC health care standards are based in large part on the results of several landmark cases. In *Estelle v. Gamble* (1978), the United States Supreme Court determined that inmates have a constitutional right to adequate medical care, and that it is a violation of the Eighth Amendment to the Constitution to deny an inmate necessary medical care or to display deliberate indifference to an inmate's serious medical needs. *Estelle v. Gamble* set the original, national standard for correctional health care. Two additional cases have had a major impact on the delivery of health care services in Florida's correctional institutions, *Costello v. Wainwright* and *Osterback Close Management Litigation* (2001).

Contractors must provide health care services in accordance with the national American Correctional Association (ACA) standards, and prevailing professional practice standards and

guidelines, and state and federal statutes The performance of the Contractor's personnel and administration must meet or exceed standards established by ACA as they currently exist and/or may be amended.

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

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

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.

The Contractor shall be responsible for all pre-existing health care conditions of those inmates covered under this Contract as of 12:00 a.m. on the first day of the Contract implementation, as described in the Transition Plan approved by the Department. The Contractor shall be responsible for all health care costs incurred for services provided after 12:00 a.m. 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 include the Contractor's plan with clear objectives outlining how they will 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 Executive Leadership, Office of Health Services, Bureau of Procurement, Department staff, Regional Directors, Wardens, and institutional staff.

The Vendors shall review all existing policies and procedures. In an effort to obtain the most efficient health care delivery system, the Department will consider changes to policies, procedures and forms that are not specifically mandated by law. Vendors may propose revisions that will enable them to deliver care more effectively in Reply (see Section 4.9 of the ITN), while continuing to meet statutory requirements. Once awarded, the selected Contractor may also suggest revisions, these suggestions must be approved by the Department prior to implementation by the Contractor. The Contractor shall comply with all established health care policies and procedures.

3.2 Overview of Services

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, pharmacy, and/or ancillary services omitted from these specifications should be included as a part of the Vendor's price in order to deliver a quality, working, comprehensive health services program that is in compliance with the specifications of this ITN. The Vendor's health services program, training curriculum, staff and supplies must be fully identified, described, and documented within the Vendor's Reply. All staff, supplies and other required components of this ITN will be included in the submitted price.

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

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

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

These components are discussed in greater detail below.

3.3 Service Locations and Service Times

3.3.1 Institution/Facility Locations: The facilities to be included under this Contract include all currently operating institutions and allied facilities (excluding private prisons operated by DMS) as indicated in Attachment II.

3.3.2 Add/Delete Institutions/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.

3.3.3 Service Times: The Contractor shall ensure access to comprehensive health care services as required within Section 3, twenty-four (24) hours per day, seven (7) days a week, and three hundred sixty-five (365) days a year.

3.4 Health Care Services

3.4.1 Program Management Service Area

3.4.1.1 Description

The Contractor will be responsible for all oversight and program management of comprehensive medical services. This includes the following responsibilities:

a) Facility - Establish facility space in the State of Florida, preferably in Tallahassee, to host the Contractor's leadership team. The Contractor will be responsible for all costs associated with the facility, including supplies, computers, phones, and any other electronics.

b) Deliverables – Ensure delivery of all Contract deliverables as defined in Section 3, including performance measures.

c) Presentations – Create, maintain, and deliver presentations on the health services program and its operational performance.

d) Impact Analyses – Perform and deliver impact analyses on how potential rule or statute changes may impact the health services program and its cost and success.

e) Analytics – Compile and maintain statistical information related to inmate health care which the Department can use to make changes and improvements to the delivery of health care services.

f) Contract Compliance – Monitor Contract responsibilities, ensure compliance, and report metrics, including gaps, monthly.

g) Service Function Oversight and Success – Provide oversight of each of the following service functions:
   - Program Management
   - Institutional Care
   - Utilization Management and Specialty Care
   - Quality Management
   - Pharmaceutical Services
   - Electronic Health Records

   Oversight includes:
   - Resource Planning and Management
   - Risk and Issue Management
   - Change Control
   - Budget Control
   - Quality Assurance
   - Problem Resolution

   The Department will look to Contractor's leadership to ensure a smooth and successful operation as part of Program Management.

3.4.1.2 How Service is Provided Today

Program management is performed today by our Comprehensive Health Care Contractor (CHCC). The CHCC coordinates the delivery of health care services and provides management services which include:

- Leadership at statewide, regional, and institutional levels
- Oversight of all administrative and program management requirements
- Problem resolution involving the delivery of health care services, policy compliance, etc.
- Ensuring timely delivery of Contract reports and deliverables
- Coordinating staffing issues (filling vacancies, employee relations, etc.)
- Ensuring responsiveness to requests for copies of records, public records requests, coordination of legal issues, etc.
- Resolving issues related to subcontractors (performance, billing, etc.)
- Coordinating specialty care programs
- Maintaining, repairing, and replacing health care equipment
- Maintaining, repairing, and replacing FDC computers that were provided at transition
- Purchasing and maintaining additional computers as needed

- Overseeing corrective action related to performance issues

The Department oversees the delivery of health care services, provides technical assistance to the Contractors, and handles statewide functions such as policy development, grievance appeals, clinical-legal correspondence, and Contract management and monitoring. FDC maintains three regional pharmacies and a pharmacy at the prison hospital at RMC. The Department retains control of bed movement for RMC Hospital and other critical care medical beds.

3.4.1.3 Program Management Minimum Requirements

Program Management Requirements (PGM)	
No.	**Requirement**
PGM-001	Provide administrative oversight to ensure all program management functions are carried out in accordance with the requirements outlined in this ITN. At a minimum, the Contractor shall have the following program management positions: a) A corporate officer to serve as the corporate program management liaison to the FDC Director of Health Services. b) Vice-President of Operations (VPO), or equivalent position, to serve as the liaison to the FDC Contract Manager. c) Statewide Medical Director to oversee clinical services and serve as the liaison to the FDC Chief Clinical Advisor and Chief of Medical Services. d) Statewide Director of Nursing who has statewide responsibility for all of nursing services and serves as a liaison with the FDC Chief of Nursing Services. e) Director of Operations, or equivalent position, for each awarded region, to serve as the liaison to the FDC Regional Directors of Institutions and institutional Wardens. f) Regional Medical Director to oversee clinical services in each awarded region. g) Regional Director of Nursing responsible for each awarded region that oversees institutional nursing services in the region. h) Regional Infection Control Nurse responsible for each awarded region that oversees institutional infection control in the region. i) Health Services Administrator (HSA) or equivalent leadership position at each institution to handle program management issues. j) Institutional Director of Nursing at each institution responsible for oversight of institutional nursing services. k) Institutional Medical Director/Chief Health Officer who is responsible for clinical services at each institution and all related satellite facilities. l) Institutional Infection Control Nurse at each institution (this is an assignment of a role, not a dedicated position). m) Pharmacy Program Director (or equivalent title) responsible for providing clinical oversight for pharmacy services at all institutions. This individual is responsible for directing overall pharmacy service delivery to include

Program Management Requirements (PGM)	
No.	**Requirement**
	oversight of all pharmacy staff, all pharmacy licenses, consulting with other health care staff and coordination of pharmacy services with other health care providers. The person occupying this position must be licensed to practice pharmacy in the State of Florida and have a Florida Consultant Pharmacist License. n) Statewide Reentry/Discharge Planning Coordinator, to coordinate with FDC staff on challenging reentry placements. o) Administrative staff to handle routine business functions, including: customer service, information technology support for field staff, analytics, billing, etc. Staff must be available by phone on issues related to health care service delivery and contract management, Monday through Friday, during business hours (8:00 a.m. – 5:00 p.m., Eastern Time). After regular business hours, the Contractor must have on-call telephone coverage, for emergent or urgent purposes only.
PGM-002	Establish and maintain office space to house the Contractor's Florida leadership team. The Contractor will be responsible for all costs associated with this facility, including rent, utilities, equipment, supplies, computers, phone, and other electronics. The Contractor's Statewide leadership team would preferably be located in Tallahassee, FL, while regional leadership would be located within the awarded region(s), preferably in close proximity to the Department's regional offices.
PGM-003	Work with the FDC Contract Manager to establish and maintain communication protocols for the handling of routine, urgent and emergent Contract issues.
PGM-004	Establish an online collaboration site (ex. SharePoint) for sharing documents and other program information between the Contractor and the Department.
PGM-005	Provide a transition plan for the end of the life of the Contract.
PGM-006	Establish and maintain a system to ensure staff and subcontractors working on any Contract resulting from this ITN are knowledgeable of and adhere to all applicable Statutes, Rules, Department Procedures, Health Services Bulletins (HSBs), manuals, and forms covering the delivery of health care services, security operations, and the conduct of staff in the institutional health services units. Staff and subcontractors shall be trained on, and given routine access to, all policies and procedures that pertain to their job responsibilities.
PGM-007	Develop and implement a staffing plan that identifies all positions at the state, regional, and institutional levels and ensures compliance with the requirements outlined in this ITN. The staffing plan should be updated periodically, but no less than once a quarter, and is expected to be a flexible so as to respond to institutional mission changes over the course of any Contract resulting from this ITN. In the event there are mission changes that impact health services functions and responsibilities at institutions covered by this Contract, the Department shall advise the Contractor of such changes in writing. The

Program Management Requirements (PGM)	
No.	**Requirement**
	Department must approve any reductions to the original, approved staffing plan that will be agreed to upon Contract execution.
PGM-008	Any Contract resulting from this ITN will include the following minimum staffing requirements: <u>Minimum Qualifications</u> a. All Contractor/subcontractor staff providing services under this Contract shall meet the minimum requirements outlined in Section 3.4.7.1. Staff that do not meet these requirements will not be approved to work on any Contract resulting from this ITN. b. All Contractor/subcontractor staff providing services under any Contract resulting from this ITN must be fluent in both written and spoken English. <u>Conduct and Safety Requirements</u> Ensure all staff adhere to the standards of conduct prescribed in Rule 33-208, F.A.C, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform, employee grooming, and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department. By submitting a response to this ITN, the 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 with the correctional environment. Staff conduct requirements are as follows: a. The Contractor's staff shall not display favoritism to or preferential treatment of one inmate or group of inmates over another. b. The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates. c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity. d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under this Contract. e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this ITN, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct. f. At no time shall the Contractor or Contractor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional

Program Management Requirements (PGM)	
No.	**Requirement**
	officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency. g. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Department's Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract. h. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Institutional Warden and the Department's Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident. i. Contractor shall participate, as needed, with FDC security audits, to ensure compliance with tool control and other security-related policies and procedures.
PGM-009	Inmate Health Records must be maintained in accordance with HSB 15.12.03, *Health Records*. All health care records are the property of the Department and shall remain with the Department upon expiration or termination of any Contract resulting from this ITN. The Contractor shall: a) ensure all inmates have a health record that complies with HSB 15.12.03; b) safeguard and secure health records and any other documents containing protected health information, in accordance with Procedure 102.006, *HIPAA Privacy Policy;* c) employ at least one Health Information Specialist at each major institution and each institutional annex to ensure compliance with the standards outlined in HSB 15.12.03, Section III.F., and to serve as records custodian for all active inmates; d) employ a sufficient number of trained medical records clerks to ensure clinical information that is significant to inmate health is filed in each health record within 72 hours of receipt; e) process health record transfers in accordance with Procedure 401.017, *Health Records and Medication Transfer;* f) perform health record vault audits, in accordance with the schedule outlined in HSB 15.12.03; g) secure and transport records of inmates who have reached End-of Sentence (EOS), in accordance with HSB 15.12.03, Section XII, *Post-Release (EOS) and Deceased Inmates - Health Record Retention and Destruction Schedule*; and h) Organize and transmit any loose filing discovered after a record has been transported, in accordance with Procedure 401.017 or HSB 15.12.03, as applicable. The information shall be secured separate from any other medical records and clearly marked with the inmate's name and DC number, and mailed to the inmate's current institution, or to the medical records archive if the inmate has reached EOS.
PGM-010	Upon request and in a timely manner, the Contractor shall make all of their nonproprietary records, related to services provided under a resulting Contract,

Program Management Requirements (PGM)	
No.	**Requirement**
	available to the Department for lawsuits, public records, monitoring or evaluation of the health care services.
PGM-011	The Contractor shall ensure institutional health services staff (including Contractor staff and subcontractors) adhere to all requirements outlined in HSB 15.06.04, Offender-Based Information Systems-Health Services (OBIS-HS). All clinical information outlined in HSB 15.06.04, Section II, shall be entered within 72 hours of receipt. Reports shall be run in accordance with the schedule outlined in HSB 15.06.04, Section IV. There must be sufficient data entry staff at each institution to meet the requirements of this HSB. Training, technical assistance, and security access will be handled through a tiered approach. The Contractor shall set up an IT support desk and designate "super users" to serve as the main points of contact to Department staff. The Department will provide staff to coordinate security access requests, and provide train-the-trainer sessions and technical assistance to the super users. This training will be provided prior to the transition date and annually thereafter. The Contractor's super users will be responsible for providing training and technical assistance to regional and institutional health services staff. The Contractor will be responsible for ensuring all staff that needs to have access to OBIS is trained on data entry and reporting requirements. In addition, the Contractor will be responsible for providing staff to participate in all phases of the development and implementation process of electronic health records (EHR), including, but not limited to: requirements documentation, training, user acceptance testing, and transitioning from OBIS.
PGM-012	**Documentation:** Ensure all direct care staff document health care encounters, in accordance with Department policy and professional standards. All health care encounters with inmate patients shall be documented legibly in the health care record during or immediately following the encounter. Documentation shall be written in black ball point pen ink with the exception of noting orders and allergies in red ball point pen ink. Nursing Documentation shall include: 1. Date 2. Time 3. Approved, unaltered Florida Department Form(s) completed in their entirety, if not applicable strike through or write NA. 4. Problem oriented charting format SOAPIE for each problem, if no form exists for issue: a. S=Subjective data b. O=Objective data c. A=Assessment data d. P=Plan e. I=Interventions

Program Management Requirements (PGM)	
No.	**Requirement**
	f. E= Education and Evaluation 5. Signature of writer with title and printed name Late entries in the medical record shall be documented on the next available line in the medical record, and shall include: 1. The current date and time of the entry. 2. Late entry for (date of incident/encounter) 3. Documentation information 4. Signature of writer with title and printed name.
PGM-013	Ensure appropriate staff attends all required FDC meetings, including, but not limited to: institutional leadership meetings scheduled by the Wardens; regional meetings scheduled by the Regional Director(s) of Institutions; statewide meetings scheduled by the Department, including, but not limited to: **Institutional Meetings:** • **Impaired Inmate Committee:** Institutional staff multidisciplinary team working together for the development, implementation, and monitoring of an individualized service plan for each impaired inmate. • **Institutional Health Services Leadership Meeting with Warden:** To discuss issues related to health care services delivery. Scheduled weekly or as needed. • **Institutional Quality Management (QM) meetings:** To evaluate and help improve the quality of health care services provided to inmates at each institution, held monthly. **Regional Meetings:** • Involving FDC Regional Director and Contractor regional leadership. To discuss issues that impact on multiple institutions within the region; and to facilitate technical assistance/direction on issues related to security. **Statewide Meetings:** • **Quarterly Reviews with FDC Senior Management:** the Contractor shall develop and deliver the agenda (at least five (5) business days prior to the meeting) and be prepared to conduct quarterly reviews with FDC senior management on service operations, including key statistics, challenges and successes, and recommendations for policy improvement. • **Weekly Contract Management Meetings:** an opportunity for the Contractor and the Department's Contract Manager to review operational issues, discuss best practices, and resolve problems. • **Pharmacy and Therapeutics Committee meeting:** Committee whose members are appointed by the FDC Director of Health Services. Voting members are representative of medical, mental health and dental disciplines. This group meets a minimum of two times per year. The group is responsible for, but not be limited to, the following: • Establishment and maintenance of a comprehensive departmental drug formulary. • Approval of policies and procedures relating to selection, distribution, handling, use and administration of drugs

Program Management Requirements (PGM)	
No.	**Requirement**
	• Evaluation of clinical data concerning new drugs or preparations requested for addition to the formulary. • **Statewide QM meetings:** Program designed to evaluate and help improve the quality of health care services provided to inmates of the Florida Department of Corrections. Statewide QM meetings take place at least two times per year. • **Statewide Operational Meetings:** Held in conjunction with the Statewide QM meetings and Pharmacy and Therapeutics Committee meeting. The purpose of this meeting is to discuss and resolve issues related to the overall operation of the inmate health care system.
PGM-014	**Collaboration with Regional and Institutional Leadership** <u>Regional Collaborations:</u> The Department's Regional Director of Institutions is responsible for overseeing the operation of every institution and satellite facility within his/her assigned region. The Contractor's regional leadership team shall be required to maintain regular communication with the Regional Director of Institutions. These communications will involve discussion on issues such as: • interpretation of security policies and procedures; • survey/monitoring results, with emphasis on institutions that are not meeting performance standards, and trends involving findings at multiple institutions within the region; • the Contractor's proposed solutions to resolving problems involving health care trends; • plans for new or expanded programs (such as telehealth); • best practices that could be replicated in other institutions in the region or in other areas of the state; and • general problem solving. <u>Institutional Collaborations</u>: The Department is charged with providing security for the Contractor's staff while in state facilities. The level of security provided will be consistent with and according to the same standards of security afforded to FDC personnel. The Contractor shall be required to work collaboratively with Department security staff in delivering health care services at each institution and satellite facility covered by this ITN. All Contractor staff working under any Contract resulting from this ITN shall be required to follow all laws, rules, and FDC procedures. The Warden at each institution has full responsibility for the operation of the institution and all associated satellite facilities. The Warden or designee(s) will review security requirements specific to that institution (and its satellite facilities) with the Contractor and establish a schedule of regular meetings with the Contractor's designated institutional health services leadership team. These meetings shall provide a forum for the Contractor to: • provide status reports to the Warden; • discuss preparations for upcoming surveys and monitoring visits; • track corrective action related to surveys; and • engage in problem solving, etc.

Program Management Requirements (PGM)	
No.	**Requirement**
	The Contractor is expected to maintain open and honest dialogue with the Warden and to advise him/her of any possible barriers to the effective delivery of care. The Contractor shall also be responsive to the Warden and his/her designee(s) on any issues that arise between the regularly scheduled meetings.
PGM-015	The Contractor shall: a) Possess and maintain documents material to any Contract resulting from the ITN, including but not limited to current copies of all required state and federal licenses, permits, registrations and insurance documentation. b) Bear any costs associated with all required compliance inspections, environmental permitting designs, and any experts required by the Department to review specialized medical requirements. c) Ensure all required operating licenses, permits, registrations and insurance are acquired prior to the transition date at each awarded institution. d) Post license and permits at each institution, in accordance with statutory requirements and FDC policy. e) Maintain current copies of the foregoing documents which include, but are not limited to: a. The face-sheet of the current insurance policy showing sufficient coverage b. Any applicable state and/or federal licenses related to services provided under any Contract resulting from this ITN In addition, ensure all such licenses, permits, and registrations remain current and in good standing throughout the term of the Contract. Any revisions or renewals to the above documents made during the Contract period shall be submitted to the FDC Contract Manager within fifteen (15) days of revision or renewal.
PGM-016	1. The Department will 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 Contract. 2. Space and Fixtures: The Department will provide office space within each health services unit of each institution. 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. Furniture and Non-Health Care Equipment: The Department will allow the Contractor to utilize the Department's furniture, and non-health care equipment currently in place in each health services unit. A physical inventory list of all

Program Management Requirements (PGM)	
No.	**Requirement**
	furniture and non-health care 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 awarded Contractor. The Contractor is responsible for the lease or purchase of office equipment such as scanners, copiers, etc. The Contractor shall be responsible for all costs associated with non-health care equipment utilized, including all telephone equipment, telephone lines and service including all long distance service and dedicated lines for EKG's or lab reports), 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 Contractor is responsible for maintaining any furniture and non-health care equipment identified on the provided 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-health care equipment identified on the inventory sheet shall remain the property of the Department upon expiration or termination of the contract. All furniture and non-health care equipment purchased by the Contractor in support of this Contract shall become property of the Department after expiration or termination of the Contract. 4. Existing Health Care Equipment: A physical inventory list of all health care 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. "Health Care Equipment" is defined as any item with a unit cost exceeding $1,000. Any health care 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 health care equipment that they do not need. 5. Additional Equipment: Any health care 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 health care 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 health care 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

Program Management Requirements (PGM)	
No.	**Requirement**
	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. 6. IT Equipment: The Contractor is responsible to have adequate computer hardware and software for staff to perform care, provide required reports and perform essential functions required by this Contract. All required computer equipment must be maintained by the Contractor to ensure compliance with the Department information technology standards. 7. Health Care Supplies: All supplies required to provide health care services shall be provided by the Contractor. A physical inventory of all health care supplies currently existing at each institution will be taken by the Department and the Contractor on or before the new Contract implementation date. The Contractor shall strive to have at least a thirty (30) days' supply of health care supplies upon its assumption of responsibility for service implementation at the institutions. A physical inventory of all equipment and health care 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 "health care supplies" is defined as all health care equipment and commodity items utilized in the provision of comprehensive health care services with a unit cost of less than one thousand dollars ($1,000). 8. 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 FDC Contract Manager should they wish to modify format or develop additional forms. 9. 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 health care specialty items utilized in the infirmary including, but not limited to, treated (flame-retardant) mattresses, medical/psychiatric restraint materials/devices, suicide garments, and infirmary clothing.
PGM-017	Establish and maintain a provider network sufficient to ensure the provision of all services outlined in this ITN. Execute subcontracts for hospitals, physician services, specialty care services and ancillary services.

Program Management Requirements (PGM)	
No.	**Requirement**
PGM-018	Develop a Biomedical and Pharmaceutical Waste Plan, which shall address the definition, collection, storage, decontamination and disposal of regulated waste. Submit a copy of the Biomedical Waste Plan to the Contract Manager within 30 days after Contract execution. Execute subcontracts for disposal of waste, and provide a list of all biomedical/pharmaceutical waste subcontracts to the Contract Manager at least 30 days prior to the transition date at each institution. Contractor shall provide Bio Medical Waste Handling training to staff and inmates.
PGM-019	Develop and maintain an Emergency Medical Services (EMS) plan to ensure the provision of all medically necessary inmate transportation by ambulance or other life-support conveyance, either by ground or air, for all institutions covered by this ITN. Submit the initial plan to the Department at least 30 days prior to the transition date at each institution. Any changes to the EMS plan must be reported in writing to the Department's Contract Manager 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.
PGM-020	Each Chief Health Officer/ Institutional Medical Director shall implement a medical emergency plan with updates as indicated.
PGM-021	Health Services support of the overall institutional emergency plans shall be developed by the Chief Health Officer/ Institutional Medical Director, working closely with the Warden and all disciplines.
PGM-022	Develop and implement health care emergency plans for each institution and satellite facility covered by this ITN, in accordance with the requirements outlined in HSB 15.03.22, *Medical Emergency Care Plan and Guidelines.* The plans shall ensure for the immediate response and care of inmates who have health care emergencies. Ensure the plan includes 24-hour emergency coverage, in accordance with HSB 15.03.06, *Medical Emergency Plans*. Provide training on HSBs 15.03.06 and 15.03.22 to all institutional staff. Develop and implement a system for ensuring Contractor's institutional staff carry out all required emergency activities, including participation in institutional disaster drills and mock codes. Participate in all required emergency activities coordinated by the FDC Emergency Operations Center(s). The medical emergency plan shall include the following items at the minimum: 1. Communications system; 2. Recall of key staff; 3. Assignment of health care staff; 4. Safety and security of the patient and staff areas; 5. Use of emergency equipment and supplies; 6. Establishment of a triage area; 7. Triage procedures; 8. Medical records availability; 9. Transfer of injured to local hospitals; 10. Evacuation procedures (to be coordinated with security personnel);

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No.	**Requirement**
	11. Practice disaster drills covering each shift at least once per year; 12. Evaluation of medical emergency drills, including a written report of findings and recommendations 13. Training and orientation of health services staff to the plan and respective roles; 14. Coordination with outside agencies; 15. Report of each actual medical emergency situation within thirty (30) days after the event, including the major medical activities, staffing, casualties, overall evaluation and recommendations. The report shall be provided to the Warden, Regional Health Services Managers, FDC Director of Health Services, FDC Chief Clinical Advisor, and FDC Chief of Health Services Administration. The Contractor's institutional Health Services Administrator/Director of Nursing, working with the Warden or designee, will ensure that a written emergency services plan includes the following: 1. On-site emergency first aid that is equipped with: a. Automatic External Defibrillator b. Suction c. On way mask or Ambu bag d. EKG e. IV supplies (solutions, tubing, and start kits) f. Oxygen, masks and tubing g. Jump Bag (15.03.22 Attachment1) h. Emergency Medication (DC4-681) 2. Emergency evacuation of the inmate(s) from the facility 3. Use of an emergency vehicle 4. Use of one or more designated hospital emergency rooms or other appropriate health care facilities 5. Emergency on-call physician, psychiatrist, director of nursing, pharmacist and dental services 6. Security procedures providing for the immediate transfer of inmates, when appropriate 7. Control and access for keys to secured Jump Bag, medications and emergency treatment area.
PGM-023	Provide and maintain first aid kits in all specified locations in institutions and satellite facilities, in accordance with FDC procedure 403.005, *First Aid Kits*. This includes the purchase and maintenance of Automated External Defibrillators (AEDs). First aid supplies will be those contained in standard first aid kits and each first aid kit must contain, but is not limited to: 1. An approved CPR barrier device; 2. At least two (2) pairs of disposable latex gloves (large and medium); 3. The following bandage materials: a. roll gauze, b. 2" x 2" gauze pads,

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	c. 4" x 4" gauze pads, d. 1" roll tape e. Band-Aids of various sizes (an assortment of Band-Aids may be kept separately in areas identified by the institution for daily inmate use to avoid opening first aid kits unnecessarily); 4. Disinfectant for cleaning wounds; and 5. Expiration date, if applicable. The Contractor shall be responsible for purchasing and restocking First Aid Kits in areas described above, including satellite facilities. Contractor shall seal First Aid Box with a sealed numbered plastic security seal after restocking. Contractor shall list the contents and attach the list to the outside of each First Aid Kit.
PGM-024	**Emergencies:** For health care emergencies in institutions where medical staff are not available seven (7) days a week and/or 24 hours a day, such as Putnam CI, security staff will initiate a call to local EMS (Emergency Medical Services). Registered Nurses shall be onsite at the institutions to respond to urgent and emergent outpatient needs, 24 hours a day, seven days a week. A Clinician, Registered Nurse responds to all medical emergencies immediately and no longer than 4 minutes after notification (First Responder counts as responsive). Emergency care is available, when necessary, at the nearest community hospital offering 24-hour physician on-duty services, with transportation by local ambulance services
PGM-025	Contractor participates in annual disaster drill and performs quarterly Mock Codes, as outlined in Contractor Staff Development section of this document.
PGM-026	The Contractor shall provide qualified health care staff to respond to Florida Department of Corrections Staff; Contractors; Volunteers; and Visitors for emergencies at institutions and provide Basic First Aid, Basic Life Support to stabilize while awaiting transportation to health care provider in the community.
PGM-027	Ensure compliance with Federal Health Insurance Portability and Accountability Act (HIPAA) privacy and security requirements. Ensure compliance with all provisions outlined in the Business Associate Agreement. • Ensure all staff (including subcontractors) are trained on FDC Procedures 102.006, *HIPAA Privacy Policy*, and 206.010, *Information Technology Security Relating to HIPAA*. • Ensure a release of information (FDC Form DC4-711B, *Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information*) must be obtained for the release of all Protected Health Information, except under the conditions outlined in Procedure 102.006, Specific Procedure 2.
PGM-028	Develop, implement, and manage a system for tracking and timely responding to all care inquiries or complaints made by: inmates and individuals inquiring on their behalf (family members, personal representatives, elected officials, the

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	Executive Office of the Governor; Correctional Medical Authority; etc.). When FDC requests copies of health care records, health care summaries, or any other clinical information on inmates, the Contractor shall provide the documentation to the Director of Health Services or designee in accordance with the following schedule: • **Urgent Care Issues** (examples: cancer, cardiac, neurological, etc.) - require a response within 24 hours • **Routine Care Issues** – require a response within 72 hours In accordance with HIPAA, a valid Release of Information (ROI) will be verified, or the inmate will be asked to sign a ROI to allow the requestor access to protected health information. If the inmate refuses to sign a ROI, the information shall not be provided to the requestor.
PGM-029	Process all inmate requests, informal grievances and formal grievances in accordance with the following policy directives: a. Rule 33-103, F.A.C and forms DC6-236 (*Inmate Request*) and DC1-303 (*Request for Administrative Remedy or Appeal*) b. HSB 15.02.01, *Medical and Mental Health Care Inquiries, Complaints and Informal Grievances* The employee in the leadership position at each institution or designee(s) shall: • serve as the liaison to the Warden and designee(s) on all issues related to institutional health care grievances; • process and respond to inmate requests, informal grievances and formal grievances that involve health care services in accordance with policy; • maintain copies of all inmate requests, informal grievances and formal grievance in the health care unit; • ensure a copy of the completed DC6-236 or DC1-303 is placed in the inmate's health care record and documented in the record, in accordance with documentation requirements outlined in HSB 15.02.01, Sections IV, Parts A and B or HSB 15.04.05, Section IV, Parts A and B; and • maintain tracking logs for inmate requests, informal grievance and formal grievances on the DC4-797C, *Grievance, Inmate Request or Inquiry Log*. A release of information (FDC Form DC4-711B, *Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information*) must be obtained for the release of all Protected Health Information, except under the conditions outlined in Procedure 102.006, Specific Procedure 2.
PGM-030	Notify the FDC Contract Manager in writing (by email) within twenty-four (24) hours (or next business day, if the deadline falls on a weekend or holiday) of its receipt of notice of any audit, investigation, or intent to impose disciplinary action 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) business days of the Contractor's receipt of such reports or documents:

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	a) Audit reports for any reportable condition, complaints files, or notices of investigation from any State or Federal regulatory or administrative body; b) Warning letters or inspection reports issued, including reports of "no findings," by any State or Federal regulatory or administrative body; c) All disciplinary actions imposed by any State or Federal regulatory or Administrative body for the Contractor or any of the Contractor's employees; and d) Notices of legal actions and copies of claims. In addition, the Contractor shall cooperate with the Office of Attorney General, State Attorney, or any outside counsel designated by the Department on cases that involve inmate patients who are/were under the Contractor's care.
PGM-031	Process public records requests, in accordance with Chapter 119 and Section 945.10, F.S. (*Confidential Information*), Rule 33-102.101, F.A.C (*Public Information and Inspection of Records*), Rule 33-601.901, F.A.C (*Confidential Records*) and Department Procedure 102.008 (*Public Records Requests*). Specifically, the Contractor shall: a) allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Florida Statutes, made or received by the Contractor in conjunction with any Contract resulting from this ITN; b) ensure all Contractor employees and subcontractors are trained on the provisions of Procedure 102.008; c) provide specialized training to all health information specialists on their role as the record custodian for health services records of active inmates at their institution or health services unit; and d) develop and implement a tracking system for all public records requests received and processed. Note: Florida has a very broad public records law. There is no requirement in Florida Law that requires public records request to be submitted in writing.
PGM-032	Provide health care services to inmates with impairments, in accordance with HSB 15.03.25, *Impaired Inmate Services,* and all appendices. The Contractor shall: • Notify the warden of each institution of the identification of inmates who become impaired or disabled for the availability of an individualized service plan, and for required services of all assigned impaired and disabled inmates; • Provide a medical or psychological evaluation as appropriate and document service needs on form DC4-691, *Impaired Inmate Management and Service Plan*; • Ensure appropriate impairment grades outlined in HSB 15.03.13, *Assignment of Health Classification Grades to Inmates*, are recorded correctly for all impaired inmates in the DC4-707, *Health Appraisal*, and the HS06 screen in OBIS, and that these records match; • Participate in quarterly institutional Impaired Inmate Committee meetings in January, April, July and October of each year; • Complete an Impaired Inmate Management and Service Plan (DC4 691) for each impaired inmate at each quarterly committee meeting (note: inmates must participate in this process, unless they refuse);

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	• Process transfers of impaired inmates, in accordance with FDC Procedure 401.016, *Transfers for Medical Reasons*; and • Prepare a pre-release plan for each impaired or disabled inmate, in accordance with HSB 15.03.29, *Prerelease Planning for Continuity of Health Care*. In addition, all impairments that qualify for consideration under the Americans with Disabilities Act (ADA) shall be handled in accordance with Rule 33-210.201, F.A.C, *ADA Provisions for Inmates*, and FDC Procedure 604.101, *Americans with Disabilities Act Provisions for Inmates*. A physician shall be responsible for the diagnosis of a medical or physical condition, determination of the inmate's capabilities for work and program participation, and determination of the need for services or special accommodations, in accordance with Procedure 604.101, *Americans with Disabilities Act Provisions for Inmates*. A Psychologist, employed by the Mental Health CHCC, shall have these responsibilities, in consultation with the Contractor's physician and the use of an individualized psychological assessment, for intellectually disabled inmates. The Psychologist shall also be a member of the Impaired Inmate Committee for all inmates with identified impairments. The Contractor shall cooperate fully with all FDC staff on issues related to the planning and implementation of services for inmates with impairments or ADA accommodation needs.
PGM-033	The Contractor shall provide required initial and annual training Inmate Assistants, in accordance with Procedure 403.011, *Inmate Assistants for Impaired Inmates*. Responsibilities include, but are not limited to the following: • Inmate Assistant training shall be provided by a health care professional designated by the Chief Health Officer/Institutional Medical Director based on the training outline contained in the Nursing Manual. • Following each training session, the inmate shall demonstrate the skills taught during the training session to the instructor. The instructor shall check "passed" if the skills are demonstrated correctly, and "needs training" if the skills demonstrated are not correct on form DC4-526, Inmate Orderlies and Assistants Orientation & Training Checklist. • The Impaired Inmate Nurse or designee shall provide training as needed to the Inmate Assistant who need remedial or additional training and document the training on form DC4-526, Inmate Orderlies and Assistants Orientation & Training Checklist. • Prior to the inmate assistant assuming their duties, the Chief Health Officer/Institutional Medical Director shall ensure the inmate is trained in all aspects of duties for that particular assignment and that the inmate has demonstrated acceptable performance.

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	• Training shall be documented on form DC4-526, Inmate Orderlies and Assistants – Orientation and Training Checklist, and entered into the Offender Based Information System (OBIS) on the Inmate Program Achievements screen. • Designated health services staff shall complete entries into the OBIS as follows: For the inmate assigned as an inmate assistant, an entry will be made on her/his "General Medical Contact" screen recording the inmate assistant's assigned duties. • Mandatory annual training shall be documented on form DC4-526C, Inmate Orderlies and Assistants Annual Training Checklist. • Both of the original completed forms DC4-526 and DC4-526C shall be filed in the inmate's medical record and a copy provided to classification. • Confidentiality of health information shall be discussed with the inmate assistant and the inmate assistant shall sign form DC1-206, an Inmate Acknowledgement of Responsibility to Maintain Confidentiality of Health or Substance Abuse Information, prior to assuming her/his responsibilities as an inmate assistant. • Contractor's Health services staff will take reasonable measures to avoid disclosure of the impaired inmate's protected health information where such disclosure is not necessary for the performance of an inmate assistant's duties.
PGM-034	Follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in secure institutions. The Contractor shall: • Ensure compliance with FDC Procedure 602.053, *Prison Rape: Prevention, Detection and Response*, and HSB 15.03.36, *Post Sexual Battery Medical Action* • Complete all documentation, reporting and referral requirements outlined in HSB 15.03.36, Section III • Train all health care staff on PREA requirements outlined in HSB 15.03.36, Section IV PREA is federal law, Public law 108-79, and is now designated as 42 U.S.C. 15601-15609. PREA established a zero tolerance standard against sexual assaults and rapes of incarcerated persons of any age.
PGM-035	Implement and oversee a health care quality management program in accordance with HSB 15.09.01, *Quality Management Program*. Specific quality management requirements related to this ITN are outlined in Section 3.4.4.1 below.
PGM-036	Ensure staff performing services under any Contract resulting from this ITN receive required orientation and training, as follows: a. The Department will determine what type and duration of orientation and training is appropriate for the Contractor's staff. Job specific

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	orientation/training with regard to particular policies, procedures, rules and/or processes pertaining to the administration of health care at each institution where the Contractor delivers services, shall be coordinated between the Contractor and designated Department staff. b. The Contractor will not be compensated by the Department for any costs incurred as a result of Contractor's staff attending orientation and training, including any wages paid. c. The FDC 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. d. The Contractor shall be responsible for ensuring that all contractor staff complete forty (40) hours of required annual training. The nature, extent and content of the training will be determined by the Department's Office of Staff Development and published in the Department's Master Training Plan. e. The Contractor shall, at their expense, track and document all orientation and training as indicated above. f. The Department is not responsible for any required professional or non-professional education/training required for the Contractor's staff. g. The Contractor shall provide trainers/instructors for training relevant to the Department, including, but not limited to: peer support, psychiatric restraint, and suicide prevention. All newly employed Registered Nurses; Licensed Practical Nurses; Certified Nursing Assistants shall receive orientation that includes but is not limited to: a. 15.11.01, Health Services Personnel Orientation and associated Appendices A, B, C, D, E, completing form DC4-654C, Nursing Personnel Orientation Process Checklist. b. Complete Skills Assessment, DC4-678, Emergency Procedures Skills Checklist. c. Where to access and review Chapter 33, F.A.C, the Department's Procedures, Health Services Bulletins, Health care Manuals and Forms d. Offender Based Information Management Training e. Demonstrate competency of knowledge and skills for assigned job. Complete Contractor New Employees complete New Employee Orientation in the Florida Department of Corrections Master Training Plan total of 40 Training Credits.
PGM-037	Contractor's nursing staff must demonstrate ongoing (annual, quarterly and as needed) competency of skills through competency assessment. Contractors Registered Nurses and Licensed Practical Nurses complete quarterly mock code response training that includes: a. Man down drill that is a simulated emergency affecting one individual who needs immediate medical intervention. It involves life-threatening situations commonly experienced in correctional settings. Complete critique of drill on, DC4-679, Med Code 99 Emergency Resuscitation Flow sheet and DC4-677, MED Code 99 Critique. b. Complete the Emergency Skills Checklist, DC4-678.

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	c. Training on inventory and use of Jump Bag, Emergency Equipment and Emergency Medications.
PGM-038	Maintain copies of nursing orientation, competency and training onsite in either the Health Services Administrator or Director of Nursing's Office.
PGM-039	Contractor's Director of Nursing must review updates to Florida Department of Corrections Procedures, Health Services Bulletins, Health Care Manuals and forms within one week of being published.
PGM-040	Contractor Director of Nursing or designee (qualified Registered Nurse) ensures that nursing staff review all associated updates of Laws, Rules, Procedure, Bulletins and forms that relate to their work assignments.
PGM-041	Contractor provides training as needed to promote understanding and ability to comply with new or revised Laws, Rules, Procedure, Bulletins and forms that relate to their work assignments.
PGM-042	Contractor maintains acknowledgement sheet with employee signatures to affirm that they have read the policies and procedures and understand them.
PGM-043	Nursing staff attend education programs to increase personal knowledge of infection control practices including care of the TB patient, outbreaks and wound care.
PGM-044	To ensure patient rights are protected in accordance with policy, the Contractor shall: • ensure inmate protected health information is maintained confidential, in accordance with requirements outlined in PM-027; • ensure access to care is provided by posting sick call sign up times and sick call hours in the medical areas and inmate dormitories, in accordance with FDC Procedure 403.006, *Sick Call Process and Emergencies;* • honor an inmate's expressed wishes to refuse medical care, in accordance with Rule 33-401.105, F.A.C, *Refusal of Health Care Services.* Document all refusals on form DC4-711A*, Refusal of Health Care Service,* and document the refusal in the patient's medical record, in accordance with requirements outlined in Rule 33-401.105 (3), F.A.C; • honor an inmate's right to refuse medications, in accordance with Procedure 403.007, *Medication Administration and Refusals*, and document medication refusals, in accordance with Procedure 403.007 (4). Note: The administration of psychotropic medications by a Clinician without an inmate's informed consent will be restricted to emergency situations, described in HSB 15.05.19, *Psychotropic Medication Use Standards and Informed Consent;* • ensure inmates are allowed to exercise their self-determination rights to establish written instructions to plan for incapacity, in accordance with HSB 15.02.15, *Health Care Advance Directives;* • honor an inmate's expressed wishes to not be resuscitated in the event of respiratory or cardiac arrest, in accordance with HSB.15.02.19, *Do Not Resuscitate Orders;* and • ensure all inmates are educated on the policies and procedures contained in this requirement.

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PGM-045	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, upon request from the Department's Regional Director, Warden or Contract manager, specialized training to security, institutional staff and inmates on health care related topics. The Department will not be responsible for any associated costs for this education. Examples of health care related topics include, but are not limited to: a) First aid training, cardio pulmonary resuscitation (CPR) certification training b) AED Training for selected staff c) Sprains d) Casts e) Seizures f) Minor burns g) Dependency on drugs h) Health seminar i) Lifts and carries j) Suicide Prevention and Emergency Response Training k) Universal Precautions 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.
PGM-046	Contractor's Nursing Staff shall: • Orient inmates on access to care procedures immediately upon arrival at reception and at new facilities, in accordance with FDC Procedure 403.008, *Inmate Health Services Orientation and Education*. • Document the inmate orientation on the DC4-773, *Inmate Health Education*, and in OBIS. • Ensure each inmate receives a copy of NI1-010, *Health Services Inmate Orientation Handbook*, in English, Spanish or Creole, as appropriate. Contractor shall provide all inmates communicable disease and health education at: a) Reception within 7 days of arrival b) Receipt at permanent facility within 7 days of arrival c) During Periodic Screening d) No less than 30 days prior to release Inmate education includes topics such as: a) Access to health care b) Communicable disease (HIV: Hepatitis A, B, C; Gastroenteritis; Syphilis; Chlamydia; Gonorrhea; Human Papilloma Virus; Herpes; Methicillin resistant staphylococcus aureus; and Tuberculosis) c) Care of minor skin wounds d) Diabetes e) Personal / oral hygiene f) Exercise g) Heart disease h) Hypertension

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	i) Infection control for kitchen workers j) Smoking and smoking cessation k) Stress management l) Universal Precautions m) Co-payment for health services n) How to obtain over-the-counter and prescribed medications o) Right to refuse medication and treatment p) Advance directives q) Antibiotic resistant microorganisms; r) Hand hygiene; s) Medication education; and t) Self-examination: men and women. Contractor shall ensure that written and verbal information is provided in a language understood by the inmate, including American Sign Language or Signed English. American Sign Language interpreters shall be provided, when needed. When selecting an interpreter every reasonable effort should be made to use American Sign Language interpreters who hold a certification from the National Registry of Interpreters for the Deaf or the National Association of the Deaf. When a literacy problem exists, a staff member with the necessary literacy skills shall assist the inmate in understanding the training. Inmates who are physically or mentally challenged (e.g. deaf, low-functioning, etc.) will receive health education based on their individual needs. **Inmates may not be used to provide interpretation services for fellow inmates.**
PGM-047	Ensure Contractor institutional staff, including subcontractors and other services providers, performing services under the resulting Contract(s), 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 each institution's Warden with a report, with proof of Tuberculosis system screening and testing prior to the start of service delivery by the staff member and annually thereafter. The Contractor shall be responsible for obtaining the TB screening/testing and shall bear all costs associated with the TB screening/testing.
PGM-048	Ensure Contractor staff performing services under this Contract at institutional sites, are vaccinated against Hepatitis B, in accordance with the Department of Health's guidelines prior to the start of service delivery. The Contractor shall provide the Department Contract Manager, or designee, with proof of vaccination prior to the start of service delivery by the staff member. The Contractor shall bear all costs associated with the vaccination of their staff or subcontractor staff. Additionally, the Contractor is responsible for vaccinating the Department's institutional staff. The Department will supply the vaccine for Department staff.
PGM-049	Participate in Department monitoring reviews, Correctional Medical Authority (CMA) surveys, and American Correctional Association (ACA) accreditations reviews. The Contractor shall: • maintain each institution in a state of readiness at all times;

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	• cooperate with monitors/surveyors on requests for information that are made before, during and after visits; • develop corrective action plans (CAP) to address all findings and recommendations, in accordance with Department policy and Contract monitoring requirements, CMA policy or ACA policy, as applicable; • develop and manage a SharePoint site where corrective action documentation can be loaded for review by the FDC and the CMA; and • manage and track corrective action plans to ensure all actions are carried out in accordance with the timelines in the approved plans. Note: Following its initial surveys, CMA conducts CAP assessments to determine if corrective action is being carried out in accordance with the CAP. The expectation is that findings shall be closed by the second on-site CAP assessment visit.
PGM-050	Collaborate with the Federal Bureau of Prisons, County Jails, Private Correctional Facilities and other correctional jurisdictions on intakes, transfers and discharges. Provide health care services for inmate patients who are referred from the following programs to institutions covered by this ITN: • **Interstate Compact Inmates** - Assume all responsibility for the coordination and provision of care, and processing of reimbursements for Interstate Compact inmates, in accordance with established Interstate Compact Agreements. The Contractor shall coordinate all interstate compact medical requests through the Department's designee, to ensure they are appropriately processed. • **County Jail Work Programs** - The Department sometimes houses inmates in certain county jails where they participate in work programs. Inmates in these programs are returned to the nearest correctional institution for medical care. The Contractor's responsibility includes coordinating the transfer and medical care of these inmates. Currently there are no inmates in these programs; however this may change during the term of the resulting Contract. • **Federal Inmates -** Coordinate the transfer of inmates to and from Federal prisons. (Note: The Department has a small number of federal inmates in our custody and there is no cost exchanged with the Federal Bureau of Prisons.) **Private Correctional Facilities -** Provide and coordinate health care services for all inmates transferred from private facilities to the Department's institutions. Work cooperatively with private facility staff on transfers to and from these facilities. <u>Note:</u> Currently, there are approximately 10,000 inmates housed in seven (7) private correctional facilities managed under contracts by the Department of Management Services (DMS). The Department retains final decision-making authority regarding the transfer of inmates between the Department institutions and private correctional facilities. The Contractor shall coordinate all care for

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	inmates from private correctional facilities through the Department's designee, to ensure they are appropriately processed.
PGM-051	When an inmate with a serious medical issue is released from a Department institution, the Contractor must identify their health care conditions 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 30-day supply, which should be provided upon release, unless clinically contraindicated 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 health care 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, F.S. (Baker Act), in accordance with Section 945.46, F.S. • 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 EOS. • Coordinate inmate release issues with the Department's Office of Health Services, Division of Development: Improvement and Readiness, and Bureau of Admission and Release, to help assist inmates as they prepare to transition back into the community. • Coordinate the health care portion of the Department's reentry initiative.
PGM-052	Provide a system for reviewing, processing and paying all claims and invoices for services provided under this ITN. The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall 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.
PGM-053	Telehealth Services may be used to augment direct health care services, with approval by the Department. Any use of Telehealth shall be in accordance with Department Information Technology and Security requirements for Telehealth, included as part of the available resources. Telehealth Services may be offered under the following conditions:

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	• The Contractor must submit a plan to be approved by the Director of Health Services. • The plan must address programmatic, security and information technology issues, and meet statutory requirements. • The participating Clinician must be Florida licensed and provide services from a FDC institution or one of the Contractor's regional offices in Florida. • Telehealth may only be used to augment primary care services. • The Clinician must conduct the initial evaluation on-site when assuming responsibility for care. • All sessions must include a nurse in the room with the inmate at the time of the telehealth evaluation.
PGM-054	The Department has interagency agreements with the Florida Department of Health (DOH) and five county health departments (CHDs) 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 the CHDs to provide medical services at designated institutions (see Attachment II). The CHD Clinicians 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 CHD services cover the Department's routine Immunity Clinic visits (see HSB 15.03.05, *Chronic Illness Monitoring and Clinic Establishment Guidelines* and Attachment 6, *Immunity Clinic*). The <u>Department</u> will provide the following support for the program: a. The Department will pay for the CHD clinical team services and pharmaceuticals associated with the 340b program. b. FDC will provide a computer, printer and associated supplies for use by the CHD staff. c. FDC will provide technical assistance on administrative and clinical functions requirements of the program. d. FDC will serve as the liaison between the Contractor and the DOH/CHDs on issues requiring problem resolution. The <u>Contractor</u> shall provide the following support for this program: a. Advise the Department of HIV+ inmates who are located at non-participating 340b sites, so they can be considered for transfer to a 340b site. b. Enroll all eligible inmates in the 340b Program at each participating site. c. Advise the CHD staff of the expected number of inmates at the next scheduled appointment. d. Provide dedicated examination room space for the CHD. e. Escort CHD inmates from the waiting area to the CHD clinic room(s), without revealing any Protected Health Information or announcing that the inmate is being seen by the CHD Clinician (to ensure compliance with HIPAA).

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	f. Perform, at the Contractor's cost, all required screening labs. Ensure labs are completed and results are available for each scheduled inmate prior to the CHD visit. g. Maintain a separate section of the medical record for CHD patients, in accordance with HSB 15.12.03, Health Records, Section VI (i.e., (in the Red Divider/Tab). Provide a copy of the documentation outlined in this portion of the health record to the inmate upon End of Sentence, so they can take it to the nearest CHD to receive treatment post-release. h. Ensure continuity of care by coordinating other clinical issues regarding the treatment of participating inmates with the CHD clinical team. The site Medical Director serves as the clinical liaison to the CHD Clinician. i. Fax DOH prescriptions to the Department's pharmacies (for profiling purposes). j. Review and verify 340b service and pharmaceutical invoices from the CHDs for the Department. The Department pays these invoices; the Contractor's role is to verify that services were provided and advise the Department of any discrepancies.
PGM-055	Under Section 945.355, F.S., the Department is responsible for providing a variety of transitional services to HIV inmates who are reaching End of Sentence (EOS), including: educational assistance, an individualized service plan, HIV testing, and a 30-day supply of HIV medications at release. The pre-release planning services that are required under the statute are accomplished through a Pre-Release Planning grant from the Department of Health (DOH). This program has been in effect since 1999 and is 100% funded through federal Ryan White Title B funds. HIV Pre-Release Planners, who are FDC employees, 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 coordinate 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. In addition, the Department has a separate Peer Educator grant from DOH. Under this program, a FDC employee trains inmates to provide other inmates with education on preventing the transmission of HIV to others and on the importance of receiving follow-up care and treatment. This program is currently serving inmates at Central Florida Reception Center; however, FDC is in discussions with DOH about expanding this program to Lowell Correctional Institution and Florida Women's Reception Center. The Department will provide the following support for the program: a. Pre-release planners in each region to coordinate release activities with each inmate prior to release. b. A linkage coordinator in South Florida to follow up with inmates post-release.

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	c. A Peer Educator at Central Florida Reception Center to train inmates to become HIV Educators to their inmate peers. The Contractor shall provide the following support for the program: a. Ensure there is documentation of proof of HIV positivity in each HIV+ inmate's record, either through a Western Blot or Multi-Spot. b. Work with the Pre-release Planners to coordinate the scheduling of appointments with inmates. c. Private, secure office space for Pre-release Planners to meet with inmates to discuss release plans. d. Provide End-of Sentence (EOS) testing, in accordance with the terms and conditions outlined in Section 945.355 (2), F.S. Note: The inmate has the right to refuse testing under the provisions of 33-401.105, F.A.C, *Refusal of Health Care Services*. Refusals must be documented on FDC Form DC4-711A, *Refusal of Health Care Services.* Provide a 30-day supply of EOS medications at release. As continuity of medications is critical to the care of HIV patients, the medications should be ordered far enough in advance, so they can be hand-delivered to the inmate before they are released from the institution.
PGM-056	The Department has had previous working relationships with Nova Southeastern University and the University of Florida for the provision of interns, residents and/or students. Any Contractors responding to this ITN are encouraged to continue the relationships with these universities and/or propose other partnerships that encourage Florida students to consider careers in correctional health care.
PGM-057	Assist the Department in processing transfers for inmates with complex medical needs. The Department must approve all inmate transfers to specialty care institutions that serve inmates who are in need of complex medical care, such as step-down care, long-term care, palliative care, etc. Currently, the Department has specialty dorms at Zephyrhills Correctional Institution (A-Dorm and J-Dorm), Central Florida Reception Center (South Unit Infirmary); South Florida Reception Center (F-Dorm) and Lowell Correctional Institution (Main unit, I-Dorm). Transfers to these facilities shall be made in accordance with HSB 15.09.04, *Utilization Management Procedures*, Section VII. In addition, the Department must approve all non-emergent transfers to RMC Hospital.
PGM-058	Provide health care services to inmates at satellite facilities, in accordance with HSB 15.07.02, *Health Services for Inmates in Community Facilities*. The Contactor shall: • include proposed staffing for satellite facilities in the required Staffing Plan; • maintain health records for inmates at satellite facilities in accordance with HSB 15.12.03, and HSB 15.07.02, Section IV; • provide basic health care services at each satellite facility;

Program Management Requirements (PGM)	
No.	**Requirement**
	• provide health care services that are beyond the capability of the satellite facility at the parent institution; and • track utilization costs for inmates in satellite facilities, in accordance with HSB 15.07.02, Section III.
PGM-059	Contractor staff (employees and subcontractors) shall be required to follow all Department security requirements. The Warden and designee(s) have full operational control of the institution and designated satellite facilities. Contractor staff shall be required to follow all security directives including, but not limited to: those dealing with requirements for entering and existing institutions, counts, lockdowns, use of restraints, and incident reporting.
PGM-060	The Contractor is expected to coordinate outside referrals with the Department for security and transportation arrangements. Contractor staff shall not provide personal transportation services to inmates. Off-site services (including specialty consults and hospital care) should occur close to the institution, to the extent possible. For every round trip that exceeds 50 miles on the officer's mileage log, the Contractor shall compensate the Department a Trip Fee, through a deduction to the monthly invoice. The Trip Fee helps offset the cost of transportation, including security staff, and is calculated with a fixed fee of $250.00/per inmate, per trip plus $0.445/per mile (after the initial 50 miles). Mileage shall be calculated door-to-door from institution to the appointment site and back to the institution, taking the most direct route. Exceptions to the Trip Fee are as follows: • Trips to RMC Hospital, for hospital services and/or radiotherapy services; • Trips to Department-approved secure hospital units, currently located at Jacksonville Memorial Hospital (Jacksonville, FL) and Larkin Community Hospital (Miami, FL); • Approved list of specialty providers, submitted and approved in advance by the Department; and • Trips to any other destination, for health care purposes, submitted and approved in advance by the Department. This requirement does not apply to inmate transfers/movements and/or referrals between institutions for security or health related needs directed by the Department.
PGM-061	When inmates experiencing emergent or urgent health problems are brought to the attention of institution personnel, Contractor's 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.
PGM-062	Contractor staff are required to report various incidents, as described in Procedure 602.008, Incident Reports-Institutions: (1) When an event occurs that is not fully documented in another form or information is received which requires written notification and/or

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No.	**Requirement**
	documentation, an "Incident Report," DC6-210, will be initiated by the employee: (a) involved in the event; (b) who witnessed the event; or (c) who received the information. (2) An incident report (DC6-210) will **always** be filled out: (a) by staff who participate in or witness a use of force; (b) by medical staff when restraints are applied without use of force in accordance with Rule 33-602.210(13), F.A.C; (c) by an employee who witnesses an incident as outlined in "Drug Testing of Inmates," Procedure 602.010, that results in a reasonable suspicion drug test; and (d) by an employee who has knowledge of any incident or allegation of an incident involving sexual battery or sexual harassment of an inmate outlined in "Prison Rape: Prevention, Detection, and Response," Procedure 602.053. (3) The incident report (DC6-210) will include: (a) the date; (b) time of the event; and (c) a concise description of the event or the inmate's behavior. (4) Each incident should be considered with regard to its possible impact on public safety, the operation of the institution, or liability of the agency. (5) Incident Reporting: A statement of the circumstances and details of the incident will be completed by each employee who has witnessed or received information pertaining to an unusual or suspicious event involving an inmate, employee, or member of the general public. This will be completed as soon as possible, but not later than the end of the shift. The employee will legibly sign the incident report (DC6-210) using her/his full name. An employee who is unsure whether the incident warrants an incident report should notify her/his immediate supervisor. The Shift Supervisor will be notified of the incident prior to the incident report(s) (DC6-210[s]) being written. The Shift Supervisor will determine which employees will prepare incident reports (DC6-210s) if numerous employees witness the same incident. Staff who witness abuse of an inmate may file a DC6-210 as established in Rule 33-602.210(12), F.A.C, without prior notification to the Shift Supervisor.
PGM-063	Contractor staff should be familiar with their responsibilities within the below procedures: • 108.011 Security Threat Management Program (STG) • 602.009 Emergency Preparedness *__Restricted__* • 602.010 Drug Testing of Inmates*__Restricted__* • 602.011 Escape/Recapture*__Restricted__* • 602.016 Entering/Exiting FDC Institutions – Not restricted, but may have to redact. • 602.018 Contraband and Searches of Inmates • 602.023 Personal Body Alarms*__Restricted__* • 602.024 External Inmate Transportation and Security *__Restricted__*

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No.	**Requirement**
	• 602.028 Special Management Spit Shield • 602.037 Tools and Sensitive Items Control *__Restricted__* • 602.039 Key Control and Locking Systems*__Restricted__* • 602.049 Forced Hygiene Compliance *__Restricted__* • 602.053 Prison Rape: Prevention, Detection, and Response • 602.054 Escort Chair *__Restricted__* • 602.056 Identification Cards *__Restricted__* • Rule 33-602, F.A.C, Security Operations • DC1-211, Non-Security Staff Instructions for Reporting Inappropriate Inmate Behavior 1. Contractor shall have their staff read and sign form. 2. Contractor shall maintain a copy of the signed form for each staff member that has contact with inmates.
PGM-064	Contractor shall comply with Department Procedure 602.037, Tool & Sensitive Item Control for items including, but not limited to: hypodermic needles, syringes, and medical tools. Reserve stocks of hypodermic, needles, and syringes shall be stored in a secure area located behind a locked door with a restricted key. The minimum number of syringes, needles, scalpels, and blades needed for daily operations shall be available for use and remain in a locked storage area until removed for specific patient use. A perpetual inventory of needles/syringes and scalpels/blades will be maintained on the Syringes and Other Sharps Control Log DC4-765S. Inventory shall be updated as items are removed from the storage area for use. Inventories of working stocks shall be conducted each shift and recorded on the DC6-284. Lost hypodermic apparatus and medical/dental tools will be reported to the institution's Chief of Security immediately. The DC6-284 will be utilized to record weekly inventories of reserve/bulk stocks of needles/syringes and scalpels/blades to ensure counts are accurate as reflected on the "Reserve/Bulk Sharps Inventory," DC4-765R. The DC4-765R will be updated as items are removed from bulk stock storage areas to replenish daily working stocks.
PGM-065	The institution's Chief of Security and Contractor's HSA will coordinate guidelines for the safe handling of dangerous drugs, hypodermic apparatus, and medical/dental tools. They will ensure restriction of keys to those health care and administrative staff that have been approved for access to these items. Medical staff assuming duties at posts that are authorized to use twenty-four (24)-hour checkout keys will inventory/count the keys received and will notify the control room of her/his findings. Keys shall not be: 1. left hanging in locks; 2. kept in office desk drawers; 3. left lying on a desk;

Program Management Requirements (PGM)	
No.	**Requirement**
	4. unattended in any manner; 5. thrown from one (1) person to another; 6. skidded or intentionally dropped on the floor; or 7. carried attached to the belt where they are visible. In the event a key is lost, misplaced, or damaged, health care staff shall report the incident to the institution's Chief of Security or Shift Supervisor immediately so that adequate safeguards may be placed. The Contractor shall complete a DC6-210, Incident Report detailing the circumstances of the incident of the lost, misplaced, or damaged keys. **Under no circumstances shall an inmate be permitted to handle security keys and locks, or be allowed to work on/make repairs to any locking device.**
PGM-066	Ensure that the Contractor has the ability to track and report their performance on all performance measures on a monthly, quarterly, and annual basis. Contractors may need to develop logs, tools, or systems to support this tracking. The methods used to measure and track performance should be included in the Vendor's Reply.
PGM-067	The cost(s) of transportation by ambulance, or other life support conveyance, by ground or air, will be the responsibility of the Vendor.

3.4.1.4 Program Management Performance Measures

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-001	Delivery of Performance Measure reports (for all service areas) timely.	<= 10 business days after end of a performance measure period	Monthly	$750 per day for each calendar day past the due date that a report is not received.
PM-002	All formal health care grievances are responded to within 20 calendar days of receipt of the grievance by the Contractor.	95% compliance, per institution	Monthly	$2,500 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-003	All monitoring visits and CMA surveys should have all findings cured by the second CAP assessment.	80% compliance	Quarterly	$3,000 per percentage point, or fraction thereof
PM-004	Maintain compliance with mandatory medical health standards to retain ACA accreditation. .	Retaining accreditation by meeting all mandatory criteria and at least 90% of non-mandatory criteria	Quarterly	$100,000 per institution who loses accreditation related to medical health standard, and all fees associated with an ACA re-audit to regain accreditation

3.4.1.5 Program Management Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-PGM-1 Transition Plan	45 days prior to the Contract begin date	Transition Plan that includes a list of all major transition activities, with responsible parties and timelines. The plan shall include provisions for: oversight of program management and clinical functions; human resources; setting up a provider network and ancillary services; utilization management; quality management; financial management; claims/invoice processing; reporting; licenses and permits; equipment and supplies; information technology; and target transition dates for each institution and associated satellite facilities coved by this ITN.
DEL-PGM-2 Documentation of Contractor Organization	Within five (5) business days of Contract Execution, and annually thereafter on the 5th business day each July	Overview of Contractor organization, specifically those staff assigned to the services included in this ITN, include an organization chart, staffing plan, and other relevant organizational information.

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-PGM-3 Staff Review Report	Quarterly by the 10th business day of the month following the end of the quarter	List of personnel on staff, including staff who have been added and/or removed since the prior report, titles, start date, date of required trainings, credentials (as applicable), and date of successful background screening. In addition, the report should list vacant positions and the length of each vacancy.
DEL-PGM-4 Monthly Performance Measure Report	By the 10th business day of each month for the prior month	Document actual performance in each service area, against each contracted performance measure.
DEL-PGM-5 Quarterly Performance Measure Report	Quarterly by the 10th business day of the month following the end of the quarter	Document actual performance in each service area, against each contracted performance measure.
DEL-PGM-6 Annual Performance Measure Report	Quarterly by the 10th business day of July, following the end of the fiscal year	Document actual performance in each service area, against each contracted performance measure.
DEL-PGM-7 Medical Emergency Plan	Within 30 days of Contract begin date	Plan for the immediate response and care of inmates with medical, dental and mental health emergencies for each institution.
DEL-PGM-8 CHCC Staff New Employee Orientation Report	Within 14 days of Contract begin date and annually thereafter	Provide documentation that training that will be provided to Contractor and Subcontractor staff prior to their engagement on this Contract, and annually thereafter.
DEL-PGM-9 Subcontractor List	At least 30 days prior to the transition date at each institution.	Provide a list of all subcontracts and/or letters of agreement for hospitals, physician services, specialty care services and ancillary services. to the Contract Manager
DEL-PGM-10 Biomedical and Pharmaceutical Waste Plan	Within 30 days of Contract execution	Plan shall address the definition, collection, storage, decontamination and disposal of regulated waste.
DEL-PGM-11 Emergency Medical Services (EMS) plan	Within 30 days prior to the transition date at each institution	Develop and maintain this plan to ensure the provision of all medically necessary inmate transportation by ambulance or other life-support conveyance, either by ground or air, for all institutions covered by this ITN. Any changes to the EMS plan must be reported in writing to the Department's Contract Manager
DEL-PGM-12 End-of-Contract Transition Plan	Within 60 days of Contract execution	Transition plan that documents the Contractor's plans for transitioning to another Contractor upon the expiration of the Contract.

3.4.2 Institutional Care Service Area

3.4.2.1 Description

Institutional care consists of many different facets of health care delivery within the secure environment of correctional institutions. This includes services provided to inmates, both in the reception process and at their permanent institution, including sick call, use-of-force examinations, physical assessments and specialty care such as palliative care, geriatric medicine, female care, health education, and infirmary services.

3.4.2.2 How Service is Provided Today

Today, institutional care is delivered by our current Contractor. The Contractor's staff is involved in all elements of care "behind-the-fence." These services are critical to the success of health care delivery. The fundamental right of inmates to access health care begins with the staff at their institution. It is critical that institutional teams ensure that quality care is given to inmates, with special attention given to follow-up of diagnostic tests and specialty consultations.

Additionally, the unique correctional setting sets apart this Contract from the typical health care outsourcing. Contractor staff need to understand how to interact with inmates and often are required to bring their clinical care to the inmate, such as in special housing, rather than just in the designated health services area. A prospective Contractor should take into account the staffing required to not only appropriately staff the health services/infirmary area, but also ensure that inmates in annexes, work camps, and other areas, which may not be located within walking distance of the main health services area, are afforded appropriate care.

3.4.2.3 Institutional Care Minimum Requirements

Institutional Care Requirements (IC)	
No.	**Requirement**
IC-001	Contractor shall ensure that Written and verbal information is provided to inmates is in a language understood by the inmate, including American Sign Language or Signed English. American Sign Language interpreters shall be provided, when needed. When selecting an interpreter, every reasonable effort should be made to use American Sign Language interpreters who hold a certification from the National Registry of Interpreters for the Deaf or the National Association of the Deaf.
IC-002	Contractor shall provide Health Education to inmate patients during all encounters as well as during Chronic Illness Clinic (CIC) appointments on relevant topics including, but not limited to, medication compliance, disease prevention, blood borne pathogens, STDs, TB, personal hygiene, weight control, exercise, and healthy lifestyle.
IC-003	**Physician's Orders:** i. Physician's orders shall be legibly documented in black ball point pen ink on the DC4-714B, Physician's Order Sheet, and/or on the DC4-714C, DEA Controlled Substances Physician's Order Sheet.

Institutional Care Requirements (IC)	
No.	**Requirement**
	ii. All physician orders shall be implemented by the nursing staff, as directed by the Clinician. iii. All Stat and "now" orders shall be noted and transcribed by the Licensed Nurse immediately following the Clinician's written or verbal order. iv. Infirmary orders shall be noted and transcribed by the Licensed Nurse within two hours of the Clinician's verbal or written order. v. Outpatient clinic Clinician orders shall be noted and transcribed by the Licensed Nurse on the shift written or no later than the next day's shift. vi. All noted orders shall be documented in red ball point pen ink and reflect the date, time, signature and stamp or printed name with title (RN or LPN). vii. All Physician orders that require Medical Treatment and Data Collection (nebulizer treatment, blood pressure and glucose monitoring, etc…) except wound care shall be documented on the DC4-701A, Medication and Treatment Record. viii. All telephone orders shall: a. Be preceded by the abbreviation "T.O." written by the Licensed Nurse. b. Be repeated back to the Clinician to ensure accuracy of the order and documented as such. c. Documented by the Licensed Nurse and countersigned by a prescribing Clinician as soon as possible and no later than the next business day.
IC-004	**Medical Holds:** The Clinician shall document Medical holds on the "Health Services Profile," DC4-706, in accordance with HSB 15.02.02, Health Care Clearance/Holds. Medical holds shall continue until an inmate's care is stable to the point that a transfer will not compromise treatment or the health of the inmate.
IC-005	All care should be provided in accordance with the following: **Florida Statutes:** Chapter 464, F.S., Nursing, Part I Nurse Practice Act, Part II Certified Nursing Assistants (AKA Unlicensed Assistive Personnel); Chapter 945 Department of Corrections Chapters 381-408 Public Health **Florida Administrative Code:** Rule 64B-9, 1-15, F.A.C. Chapter 33, Department of Corrections Rules **Department Policy**: Procedures Manuals Health Services Bulletins

Institutional Care Requirements (IC)	
No.	**Requirement**
	Forms **National Nursing and Health care Standards include, but are not limited to:** National Council of State Boards of Nursing The American Nurses Association Correctional Nursing Scope and Standards of Practice The American Nurses Association Nursing Scope and Standards of Practice The American Nurses Association Psychiatric Mental Health Nursing Scope and Standards of Practice The American Nurses Association Nurses Code of Ethics American Correctional Association
IC-006	Nursing Services shall be organized, staffed, and equipped to provide competent nursing care, according to the level of acuity of patient care provided at each institution.
IC-007	Registered Nurse(s) shall be available on-site at all times to respond to emergencies, provide nursing assessments, and to initiate treatments as appropriate under their license.
IC-008	Licensed Practical Nurses shall be available on-site at all times to provide services within the scope of their licenses and certifications under the direction of Registered Nurse.
IC-009	Where inpatient care is provided (Infirmary, Palliative Care, Intensive Medical Unit, etc.) Registered Nurse(s) shall be available on-site to provide inpatient nursing care at all times.
IC-010	Certified Nursing Assistants should be utilized, as appropriate, within the scope of their practice.
IC-011	Institutional Director of Nursing shall be available on-site during regular business hours and available after hours and on weekends or holidays by telephone.
IC-012	Contractor shall maintain copies of and/or ensure unimpeded access to current Florida Department of Corrections Procedures, Health Services Bulletins, Health Services Manuals (Nursing Manual, Infection Control Manual, and Blood Borne Pathogen Manual) and forms for all staff providing care under this Contract.
IC-013	The Contractor's Chief Health Officer and Director of Nursing will sign the acknowledgment receipt in the Nursing Manual and maintain the receipt in the Institutional Director of Nursing's office.
IC-014	The Contractor's Clinician will provide clinical assistance to the nursing staff during their daily activities including, but not limited to wound care, infirmary care, insulin line, and EKG.
IC-015	**Intake and Reception Process**: Contractor shall provide services in accordance with Procedures 401.014, Health Services Intake and Reception Process; 403.008, Inmate Health Services Orientation and Education and HSB, 15.01.06, Health Care Reception Process for New Commitments. 1. The Licensed Nurse shall provide each newly committed inmate an "Authorization for Health Evaluation and Treatment," DC4-711C, to sign prior to screening and evaluation.

Institutional Care Requirements (IC)	
No.	**Requirement**
	2. The Licensed Nurse shall witness inmate's signature on the DC4-711C and, once signed by the inmate, the Licensed Nurse will also sign and stamp the form as a witness. If the inmate refuses to sign the DC4-711C, s/he will sign a Refusal of Health care Services, DC4-711A, and this information will be documented on the Chronological Record of Health care, DC4-701. 3. If inmate's current health is stable, a Licensed Nurse shall conduct an initial screening of the inmate and a review of any transfer information from the county jail (DC4-781, County Jail To DC Health Information and Transfer Summary) to identify inmate health care needs upon arrival and complete within eight (8) hours of arrival at the receiving facility. 4. Nursing staff shall immediately refer to Mental Health CHCC any inmate they believe is showing active symptoms of psychosis (e.g., active hallucinations, delusions, etc.), a manic episode (unexplained agitation, pressured speech, etc.), or risk of self-injury/suicide, and must take necessary precautions to provide for the inmate's safety, in accordance with Procedure 404.001 Suicide and Self-Injury Prevention. 5. Any inmate who needs immediate mental, dental, or medical services will be identified and referred by the Licensed Nurse to respective specialties for evaluation and appropriate treatment. 6. Inmates with impairments or disabilities shall be assessed and provided with specialized services, in accordance with HSB 15.03.25, Impaired Inmate Services. The Warden or designee shall be notified of the impairment and recommended accommodation needs. 7. Communicable diseases shall be documented on the "Communicable Disease Record," DC4-710. 8. Medication from outside providers that is properly prescribed, which can be identified and is unadulterated, dispensed, and has a label indicating the inmate's name will be single-dosed until seen by a Clinician. If there is not a clear medical need for the prescription, the inmate must be referred to a Clinician as soon as possible. 9. Every effort will be made to ensure continuity of medication, in accordance with HSB 15.14.04, "Pharmacy Operations." 10. The examining Clinician shall determine if a review of an inactive medical record is needed and shall order all relevant non-correctional medical records necessary to ascertain previous medical history. The examining physician shall order all relevant non-correctional medical records necessary to ascertain previous medical history, including any information from the county jail not provided on the jail transfer summary. 11. Inactive medical records for inmates previously incarcerated are available by Clinician order. 12. Reception Laboratory Tests are required for all newly committed inmates and shall be collected or performed by trained, qualified health care staff. 13. Newly committed inmates will receive the following tests within seven (7) days of arrival, prior to receiving a comprehensive health appraisal:

Institutional Care Requirements (IC)	
No.	**Requirement**
	• Rapid Plasma Reagin; • Complete Blood Count; • Urinalysis by dipstick; • Sickle Cell Screening (if clinically indicated by intake Physician); • Random Blood Glucose (if blood pressure reading is 135/80 or higher or has history of diabetes); • two-step Tuberculin Skin Test (the Reception Center should make every effort to complete the two-step process on those inmates who need it, BEFORE they are transferred out of the Reception Center); • Electrocardiogram (only if clinically indicated by intake Physician); • Stool Hemoccult on all inmates fifty years (50) of age or greater; • Chest X-ray (when there is a documented positive Tuberculin Skin Test within the past two (2) years, or has HIV, or is between the ages of 55 and 77 years of age, and who are either current smokers or quit smoking in the previous 15 years, and who have had a one-pack-per –day smoking habit for 30 years); and • Testing for HIV infection shall be offered to all new inmates and shall be conducted in accordance with Human Immunodeficiency Virus (HIV) Disease and Continuity of Care, 15.03.08, o If the inmate consents to the test, they will sign a "Consent for HIV Testing," DC4-783. Please note, this procedure is in the process of being revised and the new version would remove the requirement to complete this form. o If an inmate already has a previous, documented, positive diagnosis of HIV, a HIV Viral Load will be ordered, instead of repeating the Western Blot or ELISA. • The Clinician may order further diagnostic procedures, if clinically indicated.
IC-016	**Health Appraisal:** Newly committed inmates shall receive a complete health appraisal within fourteen (14) days of incarceration at the reception center. This health appraisal will include a socio-medical history, a physical examination, and assignment of initial health grade by a Clinician. The health appraisal shall include a thorough socio/medical history with: 1. Present illness and health problems; 2. Current medications; 3. Medical history; 4. Mental health history; 5. Previous hospitalizations; 6. Surgical history; 7. History of any sexually transmitted diseases; 8. Childhood diseases; 9. Chronic conditions; 10. Family history of any significant medical problems (e.g., cancer, tuberculosis, diabetes, heart disease, etc.); 11. Social history, especially drug abuse and sexual activity (frequency, number of partners, orientation, or preference); and 12. Immunization history.

Institutional Care Requirements (IC)	
No.	**Requirement**
	The complete physical examination, also known as the Initial Physical Exam (IPE), shall include: 1. A review of systems; 2. Digital rectal exam, if indicated; 3. Visual screening; 4. Audiometric screening (if there is a significant hearing deficit); and 5. In addition to the above requirements, a female inmate shall have the following: a. Gynecological and obstetrical history; b. Pelvic examination; c. Pap smear done between the ages of twenty-one (21) and sixty-five (65) (exception: women who have had a total hysterectomy); d. Vaginal and cervical smears for Gonorrhea and Chlamydia; e. Baseline mammography for inmates aged fifty (50) years or older (the Clinician has the discretion to begin earlier, if clinically indicated); f. Pregnancy test; and g. Prenatal referral for all pregnant inmates. Any deviations from the above shall be documented on the DC4-701, Chronological Record of Health care. The Clinician shall: 1. Review, initial, stamp, and date all laboratory results; 2. Review any transfer information from the county jail; 3. Ensure the health appraisal is documented on the Health Appraisal, DC4-707, or appropriate Offender Based Information Screen; 4. Complete the Problem List, DC4-730; 5. Provide additional care as needed based on their findings following the initial physical examination. 6. Document additional assessment and treatment on the DC4-701, Chronological Record of Health care and appropriate Offender Base Information Screen. 7. Upon completion of the inmate's health appraisal, assign the appropriate health grades and document on form DC4-in accordance with HSB 15.03.13, Assignment of Health Classification Grades to Inmates. Newly arrived inmates identified with chronic illnesses shall be evaluated and scheduled for follow-up in a chronic illness clinic at an appropriate interval in accordance with HSB 15.03.05, "Chronic Illness Monitoring and Clinic Establishment Guidelines." Document all past and current health issues on the problem list, establish medical profile and classify disability, provide treatment plan including Chronic Illness Clinic assignment, follow up appointments and medication orders. Obtain inmate's medical record from their Family Physician, order further testing or radio-imaging, if clinically indicated. A hard copy of all applicable OBIS screens shall be created and placed in the inmate's medical record.

Institutional Care Requirements (IC)	
No.	**Requirement**
	Upon completion of the health services intake and reception process, the inmate will be considered medically ready to transfer to a permanent institution. Staff shall forward records that arrive after the inmate transfers to the institution where the inmate is located.
IC-017	**Inmate Transfers-Sending Facility:** The Contractor shall provide services in accordance with Procedures 401.017, *Health Records and Medication Transfer* and 401.016, *Medical Transfers and Nursing Manual*. Prior to an inmate transferring, the Licensed Nurse shall review the inmates' health record to check for any current health care conditions or medical holds that would prevent the inmate from transferring safely. The Licensed Nurse shall complete the top section of the DC4-760A, Health Information Transfer/ Arrival Summary, for Intrasystem transfers (within FDC), including transfers to departmental inpatient units (TCU, CSU, and CMHTF), and out to court prior to departure from sending facility. Any pending laboratory results for a transferring inmate shall be documented on the DC4-760A. Laboratory results received after inmate transfer shall be mailed to the inmate's permanent institution. Contractor's staff shall place direct observed therapy medication and a copy of the current medication administration record (packaged separately in a brown envelope) inside the bag with the current health record the evening prior to, or the day of, the transfer, if the inmate is prescribed A.M. medications. Direct observed therapy A.M. medications shall be administered by a Licensed Nurse prior to the inmate departing the institution. **In Transit Receiving Facility:** A Licensed Nurse shall complete DC4-760A, Health Information Transfer/ Arrival Summary, In Transit Section within eight (8) hours of an inmate's arrival to the transit institution. Contractor's staff at in-transit facilities will review medical records with red identifiers for direct observed therapy medication and/or medical conditions that require intervention (i.e., diabetic on insulin that need accu-checks) prior to arrival at their permanent institution. **Permanent Receiving Facility:** A Licensed Nurse shall complete DC4-760A, Health Information Transfer/ Arrival Summary, Permanent Section within eight (8) hours of inmate's arrival to permanent institution. A Clinician shall review the health record and the DC4-760A, Health Information Transfer/ Arrival Summary within seven (7) days of arrival. A Licensed Nurse shall check each direct observed therapy/keep-on-person medication against the inmate medical record. Any medication that has an expired order will be disposed of and documented.
IC-018	**Scheduled Medical Transfers:**

Institutional Care Requirements (IC)	
No.	**Requirement**
	When sending an inmate to a local hospital for a scheduled appointment, procedure, or to an outside consultant, a Consultation Request/Consultant's Report, DC4-702, shall be completed by the Contractor. A copy of the DC4-702 shall be placed in the health record and the original form will be sent along with copies of any pertinent inmate/patient information by the Contractor's medical records staff. Upon return, a DC4-701 chronological note shall be made by a Licensed Nurse reflecting the inmate's return and medical condition upon return. The original DC4-702 and the inmate's health record will then be forwarded to the institutional Physician for review and documentation of any resulting orders (see Physician's Orders Section IC-003). After the Physician's review of plan with inmate, the DC4-702 will be filed in the inmate's medical record in chronological order under the yellow "consultation" tab.
IC-019	**Emergency Transfer of Inmate to Outside Hospital:** Inmates transferred directly to a hospital from a major institution shall have a copy of form DC4-760B, Health Information Summary for Emergency Transfer to Outside Hospital, and copies of any pertinent information from the health record sent with the inmate.
IC-020	**Return from Outside Hospital:** Provide continuity of care to all inmate patients who return from the local hospital including communicate with the hospital to monitor progress of inmate patient during hospitalization. Contractor's Clinician shall assess all inmate patients upon discharge from hospital; obtain copy of hospital record to file in FDC record. Review recommended treatment plan for continuity of care.
IC-021	**Transfer to Court/County Jail:** The Registered Nurse shall complete the top section of the DC4-760A, Health Information Transfer/ Arrival Summary for Intrasystem transfers when inmates are transferred to a court or county jail. The original DC4-760A will remain in the health record. The letterhead envelope will be addressed to the county jail and marked "CONFIDENTIAL CONTAINS PROTECTED HEALTH INFORMATION".
IC-022	**Sick Call:** Contractor shall provide services in accordance with Procedures 403.006, Sick-Call Process and Emergencies and Nursing Manual. 1. Sick-call and callout times for non-urgent health services will be established by the Chief Health Officer/Institutional Medical Director and security staff, depending on meal schedules, work squads, count times, and other security factors.

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No.	**Requirement**
	2. Licensed Nursing staff shall provide a health care services orientation immediately upon arrival, to include access to sick-call. 3. Sick call shall be provided in a clinical setting at least five (5) days a week by a Licensed Nurse. 4. Inmate requests for sick call services are available to inmates on a daily basis. 5. Inmates may sign up for sick call daily by one of the following methods: a. Signing up on the Inmate Sick-Call Sign Up Log, DC4-698B and then completing a DC4-698A, Inmate Sick-Call Request, upon arrival; b. Completing a DC4-698A, Inmate Sick-Call Request and placing it in a secured box that the Contractor's staff will access and collect daily; or c. Completing a DC6-236, Inmate Request Form. d. Inmates who cannot make a written request due to language or education barriers will continue to access care by verbal request with the assistance of an interpreter. 6. Registered Nurse (RN) will triage (1. Emergent, 2. Urgent, 3. Routine/Non-urgent) all institution, confinement, work camp and satellite facilities sick call requests' and log them on the DC4-698C, Sick Call Triage Log. 7. Inmates shall be seen by the RN according to triage priority: a. Emergent patient is seen immediately; b. Urgent patient is seen within 24 hours; and c. Routine patient is seen timely (not exceed one week from request). 8. A Licensed Nurse shall complete an assessment on the inmate and document using the appropriate DC4-683 series protocol. 9. A Licensed Nurse shall implement the plan, as outlined on the appropriate DC4-683 protocol. 10. A Licensed Nurse shall document sick call that does not have a corresponding DC4-683 Protocol form on the DC4-701, Chronological Record of Health care, including vital signs, as described under documentation section. When an LPN assists with sick call or an emergency, their completed Nursing Protocol or SOAPE note (if no applicable Protocol is available) is to be reviewed and cosigned by a RN or Clinician before the end of the shift. If no RN or Clinician is scheduled on the LPN's shift, an RN or Clinician on the next shift is responsible for reviewing and cosigning the LPN's assessment/s. 11. The Institutional Director of Nursing shall maintain and display a current list of available Nursing Protocols in all treatment rooms used for Sick Call and Medical Emergencies.
IC-023	**Sick Call - Special Housing:** The Contractor shall provide services in accordance with Procedure 403.003, Health Services For Inmates In Special Housing and the Nursing Manual.

Institutional Care Requirements (IC)	
No.	**Requirement**
	1. Inmates in special housing shall have access to sick call seven (7) days a week. 2. An inmate in special housing will use a DC4-698A to sign-up for sick call. 3. Nursing staff will initial and date the DC4-698A (white copy), upon receipt. 4. Inmates who cannot make a written sick call request, due to language or educational barriers, will continue to access health care by verbal request with the assistance of an interpreter as necessary. Nursing staff conducting daily special housing rounds will place the name of any inmate unable to complete a written request on a DC4-698B to ensure the inmate will be scheduled. 5. Confinement inmates requesting sick call shall be added daily to the DC4-698C, in order of triage priority, as noted in IC-022. 6. A list of inmates who have requested sick call shall be provided to security staff, using the DC4-698B. 7. The following conditions/problems may be addressed at the cell front (vital signs are still required) at the discretion of the Licensed Nurse; however, any of these conditions that fail to respond to two (2) courses of treatment with OTC medication or that require access to sick call two (2) consecutive times will require an expanded assessment outside the cell or referral to the Physician: a. Headache, without visual changes; b. Insect bites; c. Blisters; d. Calluses/corns; e. Simple rash; f. Jock itch; g. Sinus; h. Sore throat; and/or Mild sunburn 8. The Licensed Nurse shall not perform sick call at the cell front nor in the cell except in an emergency or when addressing the health problems identified above. 9. Inmates with vital signs outside the normal parameters will be assessed outside of the cell. 10. The Licensed Nurse performing sick call should have the inmate's record at the time the inmate is evaluated. If the record is not available, the inmate shall still be evaluated for their complaint. 11. Complicated or special procedures will continue to be performed in the health services department, as the Clinician deems necessary. 12. However, when possible, a room in the special housing unit will be identified and equipped with appropriate equipment and supplies to allow for sick call and examinations (both nursing and Clinician) to be held. If no area can be established for these purposes, inmates will be seen in the Medical area. 13. If any changes in an inmate's medical condition are identified (e.g., new diagnosis) that would affect the use of chemical restraint agents or electronic

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No.	**Requirement**
	immobilization devices, a new "Risk Assessment for the Use of Chemical Restraint Agents and Electronic Immobilization Devices," DC4-650B, shall be completed by a Licensed Nurse and a copy given to security staff, replacing the previous DC4-650B. 14. The Chief Health Officer/Institutional Medical Director or other health care staff will check, on a daily basis, the names of inmates who do not attend scheduled appointments against the rosters of inmates in special housing. 15. When this occurs, the Chief Health Officer/Institutional Medical Director will arrange for those inmates to be rescheduled for a callout to the clinic or to be examined by health care staff in the special housing unit. 16. Copies of the DC4-698B (for special housing only) will be maintained in a file by the Institutional Director of Nursing or Health Services Administrator for six (6) months and then discarded. 17. Copies of the DC4-698A will be maintained in the same manner as open population.
IC-024	**Sick Call Referral:** Sick call complaints that are outside the scope of practice of the Registered Nurse to treat or for continued complaints that are not resolved are referred to the Clinician for evaluation and treatment. The Registered Nurse will make an immediate Clinician referral for the following types of complaints: 1. Respiratory distress 2. Chest pain 3. New onset of change in mental status 4. New onset of neurological deficits The Registered Nurse shall call the Clinician for inmates who present twice with the same complaint (continued or worsening symptoms, within twenty-four after regular business hours when no Clinician is on site to evaluate the inmate. Inmates who present to sick call three times with the same complaint unresolved will be referred to a Clinician. Contractor's Clinician shall assess and provide treatment to inmates referred by nurses (or other health care staff) by way of sick call referral, either "stat" (same day, immediate) referral or by scheduled appointments.
IC-025	**Inmate Emergencies (self-declared or staff referred):** The Licensed Nurse shall provide inmates a health care services orientation immediately upon arrival that includes how to access emergency health care when needed. Contractor's Clinician shall provide urgent care or emergency care to inmate patients in case of emergencies, either self-declared by inmate, referred by nursing

Institutional Care Requirements (IC)	
No.	**Requirement**
	staff (or other health care staff), sudden acute illness, injuries caused by accidents, altercations, sexual assault, trauma, use of force, or self-inflicted injuries/suicide. Physician consultation after hours, on weekends and holidays is provided by the On Call Physician who is available by telephone, and able to return to the institution to provide services as needed. The Licensed Nurse shall respond to medical emergencies declared by inmate or referred by staff as soon as possible but no longer than 4 minutes (First Responders satisfy the 4 minute response time). Health care emergencies with possible loss of life or limb will be dealt with immediately by the senior health care staff member and/or to the local emergency management system (EMS) depending on the level of emergency. Licensed Nurse may respond to inmate emergency and conduct a focused assessment, initiate first aid and or basic life support within their nursing scope of practice. The immediate health care needs of the patient take precedence over documentation to ensure the nurses ability to render lifesaving interventions. The nurse may document once the patient is stabilized or transferred. All patients seen for declared emergency shall have at minimum a completed appropriate DC4-683 Protocol Series or DC4-701, Chronological Record of Health care with vital signs in accordance with documentation section of this document. If complaint is determined to be an emergency that needs specialized care not available at the institution transfer inmate according to transfer section to outside hospital and complete forms (DC4-701C, Emergency Room Record, DC4-708, Diagram of Injury and DC4-781M, Emergency Nursing Log).
IC-026	Periodic screening encounter shall be done every five years until the inmate is fifty years of age and yearly thereafter in accordance with HSB 15.03.04 *Periodic Screenings*. Typically this can be completed by licensed nursing staff; however, if the inmate is enrolled in any of the Chronic Illness Clinic, this screening and health assessment will be completed by the Clinician during one of the CIC appointments. The following diagnostic tests will be performed seven (7) to (14) days prior to the Periodic Screening Encounter: 1. Complete Blood Count and Urinalysis by dipstick. 2. Prostate Specific Antigen, if clinically indicated, or as determined by the Clinician. 3. Lipid profile to be done at age forty as baseline.

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No.	**Requirement**
	4. Random blood glucose by finger stick. 5. EKG, if clinically indicated or determined by the Clinician. 6. Mammogram for female inmates 50 years of age and older. Mammogram may be ordered by the Clinician for a younger patient if clinically indicated. 7. Stool Hemocult. 8. Annual chest X-Ray for inmates 55-77 years of age, and who are either: A current smoker or quit smoking in the previous 15 years and had a one-pack-per-day smoking habit for 30 years or more.
IC-027	Female Health Examinations are performed in accordance with 15.03.04, Periodic Screening and 15.03.24, Breast Cancer Screening/Mammograms. A Clinician will perform Gynecological examination and findings will be recorded on DC4-686, *Gynecological Examination.* 1. Routine Pap smears: will be done for age group 21-65 and then every three years, if previous test is normal, this is minimum requirement; Pap smear can be done more frequently if clinically indicated. Inmates with previous hysterectomy for non-cancerous reasons do not need Pap smear. 2. Additional gynecological examinations will be performed as deemed necessary by the Clinician. 3. A baseline Mammography study will be performed for female inmates at 50 years of age and every two years thereafter until the age of 74. The Clinician has the discretion to begin this study earlier or perform mammography more frequently.
IC-028	Contractor shall provide all inmates communicable disease and health education at: 1. Reception within 7 days of arrival and 2. Receipt at permanent facility within 7 days of arrival and 3. During Periodic Screening and Prior to End of Sentence no less than 30 days prior to release.
IC-029	**Pregnant Inmates:** Contractor shall provide services in accordance with HSB 15.03.39, Health Care for Pregnant Inmates. Inmate who is confirmed to be pregnant will be transferred to Lowell CI for the duration of her pregnancy; she will be referred to an Obstetrician to establish an official expected date of delivery, to receive routine prenatal care and to be screened for high-risk pregnancy and chemical addiction for obstetrical care. The Obstetrician will follow the inmate throughout her pregnancy and make any necessary specialist consultation referral requests. Obstetric services, pre-natal care will be provided by an Obstetrician as stated above; testing, counseling are provided in accordance with Rule 64D-3.042, FAC. Gynecology exams may be managed by ARNP specialized in Gynecology; appropriate referral to a Gynecologist will be made if clinically indicated. All pregnant inmates will be offered HIV testing unless there is documentation of a previously positive test in the medical record. Counseling will precede testing and

Institutional Care Requirements (IC)	
No.	**Requirement**
	will include a discussion of the availability of treatment if the pregnant inmate tests positive. The HIV counseling will be documented on DC4-812, *STD Counseling for Pregnant Inmates.* If the pregnant inmate objects to HIV testing, a refusal will be completed on form DC4-711A (Section 384.31, FS). HIV testing will be offered at the initial prenatal visit and at 28 to 32 weeks' gestation (unless the first test is positive) for all pregnant women, regardless of risk behavior (Rule 64D-3.042, F.A.C). At the same time HIV testing is offered, a Hepatitis B test (HBsAg), Gonorrhea, Chlamydia and Syphilis tests will be performed at the initial prenatal visit and at 28 to 32 weeks' gestation for all pregnant women, regardless of risk behavior. The HBsAg test is not necessary if there is a previous positive test in the medical record. Counseling will precede testing and will include a discussion concerning the risk to the infant and the availability of treatment to prevent infection in the infant (Rule 64D-3.042, F.A.C). Counseling shall be documented on DC4-812, *STD Counseling for Pregnant Inmates.* Pregnant inmates will be transferred to a Contract hospital for the actual delivery, and returned to the designated correctional institution when discharged by the attending Obstetrician. Post-partum care will be provided at the institution according to the discharge orders of the attending Obstetrician. The six-week check up will be provided by the Obstetrician. In the case of an emergency delivery at the institution, the inmate and the infant will be transferred to the Contract hospital and care will be provided according to the orders of the attending Obstetrician.
IC-030	In institutions with Youthful Offenders (YOs), shall focus on health education including Sexually Transmitted Diseases, Tuberculosis, Blood Borne Pathogens, infectious diseases, personal hygiene, exercise, weight control and nutrition.
IC-031	Health care shall be provided to impaired inmates with disabilities, in accordance with ADA, FDC policies and Health Services Bulletins. The Clinician will assist in placement of inmate with disabilities to ensure that they will receive all required accommodations appropriate to their impairment(s). Protect and preserve useful ranges of motion of all articulations as much as possible. Patient with disabilities must receive adequate assistance with their Activities of Daily Living from trained Inmate Assistants.
IC-032	**Chronic Illness Clinics:** Contractor's Clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in Chronic Illness Clinics, in accordance with HSB 15.03.05 and all attachments.
IC-033	Contractor's Clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in the below Chronic Illness Clinic, in accordance with HSB 15.03.05 and all attachments. **<u>Cardiovascular Clinic</u>** **Baseline procedures:** Fundoscopic exam, EKG, Comprehensive Metabolic Profile (CMP), Thyroid Stimulating Hormone, Urine Analysis by dipstick. If clinically

<table>
<tr><th colspan="2">Institutional Care Requirements (IC)</th></tr>
<tr><th>No.</th><th>Requirement</th></tr>
<tr><td></td><td>indicated: Chest X-ray, Lipid Profile, Complete Blood Count with platelets, PTT, Prothrombin time with INR, Albumin, Creatinine, Liver Function tests.
Follow-up: lab test(s) are determined and ordered by the attending Clinician based on findings at the previous clinic appointment. However, at a minimum, CMP, and Urine Analysis are required annually.
Goals:
Hypertension-Blood pressure less than 140/90 and if diabetic Blood pressure is less than 130/80.
Hyperlipidemia see chart below.
<table>
<tr><td>LDL Cholesterol</td><td>Low risk</td><td><160</td></tr>
<tr><td></td><td>Moderate risk</td><td><130</td></tr>
<tr><td></td><td>High risk</td><td><100</td></tr>
<tr><td>HDL Cholesterol</td><td>Men</td><td>>40 mg/dl</td></tr>
<tr><td></td><td>Women</td><td>>50 mg/dl</td></tr>
<tr><td>Triglycerides</td><td></td><td><150mg/dl</td></tr>
</table>
Anticoagulation: minimize number of Clinicians prescribing/adjusting wafarin for patient; establish to review each patient at least monthly; achieve a therapeutic INR goal within 30 days of warfarin initiation; use single target INR value as goal endpoint (i.e. target 2.5 range 2.0-3,0); avoid major medication interactions.</td></tr>
<tr><td>IC-034</td><td>Contractor’s Clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in the below Chronic Illness Clinic, in accordance with HSB 15.03.05 and all attachments.

<u>Endocrinology Clinic:</u>
Baseline procedures: Dilated fundoscopic exam, Urine dipstick, CMP, Lipid Profile, HbA1c are required for Diabetic patients. Inmate with Thyroid Disorder required TSH; EKG may be ordered, if clinically indicated.
Follow-up: HbA1c (diabetic patient); TSH (thyroid disorder). At a minimum: CMP or CMP, Lipid Profile, Urine dipstick and dilated fundoscopic exam are to be done annually for diabetic patient. Patient with thyroid disorders will need TSH annually.
Goals: HbA1c less than 7.0; prevent end-organ damage; If diabetic, blood pressure less than 130/80 or for thyroid disorders, blood pressure less than 140/90; ACE inhibitors or ARB are prescribed for any degree of proteinuria unless contraindicated; Lipid profile range is LDL less than 100; TG less than 150 and HDl in men greater than 40mg/dl and women greater than 50mg/dl; other endocrine conditions stable with no unaddressed problems.</td></tr>
<tr><td>IC-035</td><td>Contractor’s Clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in the below Chronic Illness Clinic, in accordance with HSB 15.03.05 and all attachments.

<u>Respiratory Clinic:</u>
Baseline procedure: Chest X-Ray
Follow-up: As clinically indicated
Goals: Good control of medical condition (shortness of breath, wheeze, cough less than 2 days per week); prevent complications; asymptomatic reactive airway</td></tr>
</table>

Institutional Care Requirements (IC)	
No.	**Requirement**
	disease with fewer than two rescue inhalations a week of inhaled short acting beta agonist; requires only routine care; and other pulmonary conditions stable with no unaddressed problems.
IC-036	Contractor's Clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in the below Chronic Illness Clinic, in accordance with HSB 15.03.05 and all attachments. **<u>Neurology Clinic</u>** **Baseline:** EEG, Neuro-imaging, and Serum Drug level, if applicable **Follow-up**: Serum Drug level, if applicable. At a minimum a CBC and CMP are required annually. **Goals:** Identify and classify type of seizure; avoid drug-drug interactions; minimize seizures through appropriate therapy; minimize adverse events, including potentially avoidable hospitalizations; prevent pressure ulcers in patients with paralysis; and other neurological conditions stable with no unaddressed problems.
IC-037	Contractor's Clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in the below Chronic Illness Clinic, in accordance with HSB 15.03.05 and all attachments. **<u>Immunity Clinic</u>** **Baseline:** Fundoscopic exam, CD4 count with percentage, Complete Blood Count, HIV Viral load, Toxoplasma Antibody, CMV-Antibody, TSH, Chest X-Ray, CMP, UA, RPR. Hepatitis ABC screening, Pap smear. **Follow-up**: CD4 and CBC, HIV viral load, these tests can be done more frequently if clinically indicated. Fundoscopic exam if CD4 < 50 or if patient has visual complaints; Pap smear every 6 months. **Goals:** Offer screening; Identify acute seroconversion; Identify chronic infection HIV viral load undetectable (sustained viral suppression); Prevent opportunistic infection; No adverse effect from medication.
IC-038	Contractor's Clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in the below Chronic Illness Clinic, in accordance with HSB 15.03.05 and all attachments. **<u>Gastroenterology Clinic:</u>** **Baseline**: HCV Viral load, Genotype, Fasting CMP, Complete Blood Count with platelets, Liver Function test, UA **Follow-up**: Liver Function Test. At a minimum annually: Complete Blood Count with platelets, CMP and UA; Hepatocellular Carcinoma screening if indicated. **Goals:** Prevent complications; Control condition; Diagnose cirrhosis early; Determine complications, if present; and Delay decompensation.
IC-039	Contractor's Clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in the below Chronic Illness Clinic, in accordance with HSB 15.03.05 and all attachments. **<u>Miscellaneous Clinic:</u>** **Baseline**: Blood tests are ordered in accordance with diagnosis

Institutional Care Requirements (IC)	
No.	**Requirement**
	Follow-up: As related to diagnosis or based on the clinical findings at the previous appointment. **Goals:** Control of medical condition and prevention of complications.
IC-040	Contractor's Clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in the below Chronic Illness Clinic, in accordance with HSB 15.03.05 and all attachments. **Oncology Clinic**: **Baseline:** Diagnostic procedures as recommended by Oncologist **Follow-up**: CBC and others as clinically indicated **Goals:** Cure disease; prevent spread of malignancy; prevent complications; prolong life; and relieve suffering.
IC-041	Contractor's Clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in the below Chronic Illness Clinic, in accordance with HSB 15.03.05 and all attachments. **Tuberculosis Clinic:** **Baseline:** Chest X-Ray, HIV test, Liver Function test. Sputum for AFB Smears, NAA (MTD) and culture, if clinically indicated. **Follow-up**: Monthly Liver Function test or as ordered by the Clinician **Goals:** Cure the individual patient and minimize the transmission of Mycobacterium tuberculosis.
IC-042	**Specialty Care:** Contractor shall provide services in accordance with HSB 15.01.02, *Specialty Consultations at Reception/Staging Centers* and HSB 15.01.04, *Referral for Specialty Health Services at North Florida Reception and Medical Center.* When inmate patient's medical condition requires specialty care, the contractor's Clinician will refer the inmate to Specialty Clinic. An attempt shall be made to provide a presumptive diagnosis to the Specialist. Clinician will review, acknowledge (by initial, date, stamp) all consultation reports; follow-up visit, testing, and medications will be ordered. Meet with inmate to discuss results and discuss plan of care. Place inmate patient on medical hold until their medical issue has resolved.
IC-043	**Dialysis:** Contractor will provide a Board Certified Nephrologist to supervise/oversee the operation of the Dialysis Clinic at Lowell CI. The Nephrologist also monitors and provides care for the inmates who require Dialysis.
IC-044	**Inmate Post Use of Force Assessment:** Contractor shall provide services in accordance with Rule 33-602.210, F.A.C. Immediately following any post use-of-force (physical, chemical or electronic immobilization) the Registered Nurse shall examine the inmate including a visual inspection of the entire body, render any necessary medical treatment and document on forms DC4-701C, Emergency Room Record, DC4-708, Diagram of injury, and DC4-701, Chronological Record of Health care.

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No.	**Requirement**
	The Registered or Licensed Practical Nurse shall notify the Clinician and implement any treatment ordered. The Clinician shall review and sign form, DC4-701C, Emergency Room Record no later than next business day. Copies of the DC4-701C shall be filed and distributed as directed on the form. If a chemical agent was used on the inmate the Registered Nurse shall ensure that the inmate receives education on the following and examines the inmate as above following the shower: 1. Importance of showering immediately and don't use soap 2. Report any difficulty breathing immediately 3. Remain in an upright position 4. Do not apply lotion to skin 5. Splash cool water to eyes every five to ten minutes The attending medical staff member shall make a mental health referral for any inmate classified as "S-2" or "S-3" on Form DC4-529, Staff Request/Referral, and forward it immediately for a mental health evaluation to be conducted on the inmates following involvement in use of force. Any time an inmate refuses to take a shower after an application of chemical agents; medical staff shall conduct a cell-front examination and explain in a clear and audible tone the purpose of decontamination and potential physical implications of not completing decontamination. Medical staff members shall record notes of any decontamination consultation on form DC4-701C, Emergency Room Record. **Staff Care Post Use-of-Force:** All staff involved in a Use of Force shall be offered an opportunity to receive a medical examination by Contractor's Clinician or Registered Nurse following Post Use of Force by completing DC4-701C, including injuries claimed by FDC staff. Should the employee or officer decline a post-use of force medical examination, the contractor's medical staff will have the employee sign Form DC4-711A, Refusal of Health Care Services, indicating an examination was offered but declined.
IC-045	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.

Institutional Care Requirements (IC)	
No.	**Requirement**
IC-046	**Post Sexual Battery Examination:** Contractor shall provide services in accordance with Procedure 602.053, Prison Rape: Prevention Detection, And Response and HSB 15.03.36, Post Sexual Battery Medical Action. The Registered Nurse shall: 1. Assess for any life threatening conditions/injuries, notify Clinician immediately and treat accordingly on the appropriate DC4-683 Protocol and document on form DC4-683M, Alleged Sexual Battery Protocol. 2. Leave non-life threatening injuries untreated to preserve any possible forensic evidence for the Sexual Assault Response Team. 3. Notify Officer in charge if the nurse is the first to know. 4. Provide inmate with form DC4-711B, Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information; fill in as described in 15.03.363. 5. Complete form DC4-529, Staff Request Referral, to initiate a Mental Health Referral for the victim to be seen no later than the next business day. The PREA (Prison Rape Elimination Act) number shall be documented on the appropriate DC4-700B or DC4-700C Form (Medical Encounter Coding Form – Male and Female). After a medical screening by the Sexual Assault Response Team (SART) at the institution the licensed nurse shall review the medical record to ascertain which labs were collected: 1. HIV 2. Hepatitis B 3. Hepatitis C 4. Syphilis 5. Gonorrhea 6. Chlamydia If any of the above tests were not performed the Registered Nurse shall get a Clinician's Order to obtain as well as for prophylactic treatment. Collect specimen(s) and administer treatment(s) as ordered. If the perpetrator is known, orders will be obtained from the physician for the perpetrator to be tested for the following: 1. HIV 2. Hepatitis B and C 3. Gonorrhea 4. Syphilis 5. Chlamydia Pregnancy testing shall be scheduled at the appropriate interval for all female victims capable of becoming pregnant (i.e. pre-menopausal, non-pregnant, childbearing age, uterus still intact).

Institutional Care Requirements (IC)	
No.	**Requirement**
	Emergency Contraception (e.g. Plan B One Step) shall be kept in stock or readily available at all female institutions/facilities and shall be offered to all female victims of reproductive age per instructions on medication insert. Repeat testing for diseases that may have been transmitted should be done at intervals of four (4) weeks, three (3) months, and one (1) year. Clinician shall repeat testing cultures and probes within two (2) weeks for female victims. An inmate with any positive test results for trichomonas, cervicitis, etc. testing shall be treated by the Clinician, as clinically indicated, in accordance with current STD treatment guidelines.
IC-047	**Pre-Special Housing Health Evaluation** is a current evaluation of an inmate's physical and mental health condition obtained by licensed medical person prior to placement of inmate in Special Housing. Contractor shall provide care in accordance with Procedure 403.003, Health Services for Inmates in Special Housing. The assessment requires the presence of the inmate and includes, at a minimum, vital signs, weight, health related inquiry (questions), and the observation for acute mental impairment. Licensed Health care staff (Clinician, Registered Nurse, or Licensed Practical Nurse) will, as soon as possible, conduct a health assessment on any inmate prior to the inmate entering special housing. This special housing health assessment will include the following actions: 1. A review of the mental and physical health records; 2. The completion of the Risk Assessment for the Use of Chemical Restraint Agents and Electronic Immobilization Devices, DC4-650B; a. If an inmate has a condition that may be exacerbated by the use of chemical restraint agents such as asthma, chronic obstructive pulmonary disease, emphysema, chronic bronchitis, tuberculosis, congestive heart failure, dysrhythmia, angina pectoris, cardiac myopathy, pacemaker, pregnancy, unstable hypertension greater than 160/110, multiple sclerosis, muscular dystrophy, and/or seizure disorder, the Clinician shall either recommend to approve or disapprove use of the chemical agent. The Clinician decision can be obtained verbally by the Nurse and noted on the DC4-650B. b. If an inmate has a condition that may be exacerbated by the use of electronic immobilization devices (EID) such as seizure disorder, multiple sclerosis, muscular dystrophy, pacemaker, and/or pregnancy, the Clinician shall either recommend approving or disapproving the use of the EID. The Clinician decision can be obtained verbally by the Nurse and noted on the DC4-650B. 3. A determination of any medication being taken by the inmate which will be continued while in a special housing unit;

Institutional Care Requirements (IC)	
No.	**Requirement**
	4. Identification of scheduled health appointments for callout; 5. Physical assessment on a DC4-769 that determines any current health complaints; 6. Evaluation of any physical/mental complaints using the appropriate DC4-683 protocol form; 7. Observing the inmate for signs of acute mental impairment; 8. Addressing any concerns to ensure continuity of care for the inmate in special housing; and Documentation of an overall statement as to the fitness of the inmate for special housing. Omission of any of the above actions during a health assessment requires written justification by Contractor's health care staff. Same-day written notification on the "Staff Request/Referral," DC4-529, will be provided by health services to mental health staff of any S-2 and S-3 inmates placed in special housing. On weekends, notification will be submitted to mental health staff by the next working day.
IC-048	The Clinician will visit Special Housing at least once a month to assess overall conditions of the housing, and to ensure that inmates in special housing have access to and receive adequate health care. Inmate patients scheduled to see Clinicians will be seen in the Exam Room in each special housing unit, as defined in Procedure 403.003 *Health Services for Inmates in Special Housing* and related DC forms. Inmates in special housing shall have access to sick call services seven days a week. Inmates in special housing who require complicated or special procedures shall have them performed in the medical clinic. Medication Administration shall be provided cell front in the special housing unit as ordered by Clinician. Licensed Nurse shall document when medication is administered on the Medication and Treatment Record, DC4-701A. The Chief Health Officer/Institutional Medical Director will designate qualified health care staff (for nursing, only a licensed nurse shall be assigned) to perform daily health care rounds in special housing. Special Housing Rounds shall include: 1. Staff of the health services department at major institutions will check the inmate in special housing at least once each day during non-sleeping hours. 1. This check will be a medical screening and will not be designed to provide non-urgent health services. 2. The check shall include an inquiry of each inmate as to whether they have any medical or mental health complaints, a response from the inmate, and an observation of each inmate to verify if there are any obvious health problems.

Institutional Care Requirements (IC)	
No.	**Requirement**
	3. Licensed nursing staff shall sign form DC4-696, Nursing Special-Housing Rounds, once the nurse has checked on every inmate in Special Housing as verification s/he received the required response from every inmate. In the event that an inmate refuses medical treatment, if there is visible deterioration of an inmate's condition, a Physician or a Clinical Associate must evaluate and document an appraisal on the Chronological Record of Health care, DC4-701. Any refusal for health care services or procedures will be fully documented in the medical record and on the Refusal for Health care Services, DC4-711A. The Chief Health Officer or Institutional Medical Director or designee(Clinician) shall visit the special housing areas at least once each month to evaluate the effectiveness of the health care provider visits and to determine the general sanitation of the area. Visits shall include: 1. A check of general environmental health and sanitation conditions, 2. Any specific health concern for inmates expressed by health care staff, security staff or inmates, 3. Document any special attention that an inmate requires on the Chronological Record of Health care, DC4-701, and 4. Complete form DC4-694, Monthly Special Housing Inspection. 5. A copy of the completed form, DC4-694, Monthly Special Housing Inspection, with the results of the monthly visit shall be provided to the Warden and the Chief of Security. Whenever a facility does not have an assigned Physician, the Regional Medical Director will be advised and provide appropriate coverage.
IC-049	**Infirmary Care:** Contractor shall provide services in accordance with HSB 15.03.26, Infirmary Services and Nursing Manual. Contractor Clinician shall provide infirmary care including: • Admission physical examination • Admission orders (diagnosis, medications, lab, X-ray, EKG, ultrasound, diet, activities, IV fluid, as indicated) • Daily rounds to monitor and assess inmate patient's health status (telephone rounds can be conducted on weekends and state holidays by making calls to the Charge Nurse of the infirmary) giving new treatment plan or orders as necessary • Long term care • Provide continuity of care, continue maintenance medication regimen and refer to Palliative Care when appropriate. • Discharge orders including medications and discharge summary, diagnosis, follow-up, lab test, specialty consultation. If inmate patient is not responding or improved with infirmary care, the Clinician shall refer inmate patient to the nearest Community Hospital for further evaluation and treatment. A Registered Nurse shall be available on-site at all times if there are patients in the infirmary to oversee the care of patients.

Institutional Care Requirements (IC)	
No.	**Requirement**
	There shall be sufficient numbers of Licensed Nurses available to meet the needs of the patients based on the number of patients, the severity of their illnesses, and the level of nursing care required. All infirmary inmates must be within sight or sound of Licensed Nurse at all times. The Licensed Nurse shall make rounds every two hours for all patients in the infirmary and document rounds on form DC4-717, Infirmary Patient Rounds Documentation Log. Patients admitted for 23-Hour Admissions have one of the following dispositions and is documented on the DC4-714B, Physician's Order Sheet. 1. Patients are discharged back to their dorm before or up to 23 hours once condition has improved; **or** 2. Patient is transferred to hospital for care and treatment if condition worsens; **or** 3. Patient is admitted to the infirmary as an acute patient (physician shall complete form DC4-714D, Infirmary Admission Orders). The Licensed Nurse shall complete the appropriate Admission/Discharge Log as follows: 1. Acute, Chronic (Long-Term Care), and Isolation Management Room/Self Harm Observation Status complete form DC4-797E, Infirmary Log Inpatient. 2. 23 Hour Observation and Test Preparation/Specimen Collection complete form DC4-797B, Infirmary Log Outpatient. The Licensed Nurse shall complete DC4-529, Staff Request/Referral, for all inmates admitted to the infirmary for Mental Health Reasons and ensure that it is given to the Mental Health CHCC.
IC-050	**Infirmary Admissions:** The Registered Nurse shall complete an assessment on all inmates admitted for Acute, Chronic (Long-Term Care), Isolation Management Room/Self Harm Observation Status and document on form DC4-732, Infirmary/Hospital Admission Nursing Evaluation, within two hours of admission to the infirmary. The Registered Nurse shall complete an assessment on all inmates admitted for 23 Hour Observation and document on form DC4-732B, Infirmary Outpatient Admission 23 Hour Observation Nurses Note, within one hour of admission to the infirmary. The Registered Nurse, if the patient is stable, shall complete a focused assessment on all inmates who require Test Preparation/Specimen collection in the infirmary and document on form DC4-732A, Infirmary Outpatient Admission Test Preparation or Specimen Collection complete within 1 hour of arrival to infirmary.
IC-051	**Infirmary Nursing Evaluations:** Acute patients shall be assessed by the Licensed Nurse every 8 hours, including vital signs, and document the evaluation on the form DC4-684, Infirmary/Hospital Daily Nursing Evaluation. 1. Additional nursing notes may be documented on form DC4-714A, Infirmary Progress Record.

Institutional Care Requirements (IC)	
No.	**Requirement**
	2. New health complaints by the patient shall be assessed, treated and documented on the appropriate DC4-683 Protocol Series by the Licensed Nurse. Chronic (Long Term Care) patients shall be evaluated daily by the Licensed Nurse, only if patient is stable, and document the evaluation on form DC4-714A, Infirmary Progress Record, in SOAPIE format. Registered Nurse or Clinician shall modify plan if desired outcome is not achieved. 1. Chronic (Long Term Care) shall be evaluated weekly, including vital signs, by a Registered Nurse and document the evaluation on DC4-684, Infirmary/Hospital Daily Nursing Evaluation. 2. Additional nursing notes may be documented on the DC4-714A, Infirmary Progress Record. 3. New health complaints by the patient shall be assessed, treated and documented on the appropriate DC4-683 Protocol Series by the Registered Nurse Infirmary- Isolation Management Room for patients on Self Harm Observation Status shall be evaluated as follows: 1. Licensed Nurse or Certified Nursing Assistant shall observe patient every 15 minutes and document on the DC4-650, Observation Checklist. 2. Licensed Nurse evaluates the patient every 8 hours and documents the evaluation on the DC4-673B, Mental Health Daily Nursing Evaluation. 3. Additional nursing notes may be documented on the DC4-714A, Infirmary Progress Record. 4. New health complaints by the patient shall be assessed, treated and documented on the appropriate DC4-683 Protocol Series by the Registered Nurse. 23-Hour Observation patients shall be evaluated by a Licensed Nurse every 8 hours, including vital signs, and document the evaluation on DC4-732B, Infirmary Outpatient Admission 23 Hour Observation Nurses Note . Additional nursing notes shall be documented on DC4-701, Chronological Record of Health care in SOAPIE format. Registered Nurse or Clinician shall modify plan if desired outcome is not achieved. 1. New health complaints by the patient shall be assessed, treated and documented on the appropriate DC4-683 Protocol Series by the Licensed Nurse. 2. Test Preparation/Specimen Collection patients that require additional documentation shall document on DC4-701 in SOAPIE format.
IC-052	**Infirmary Patient Weights:** Weigh Acute; Chronic (Long-Term Care); 23 Hour Observation; and Isolation Management Room/Self Harm Observation Status patient(s) upon admission. Following admission weigh as follows: 1. Acute patient(s) as ordered by Clinician. 2. Chronic (Long-Term Care) patient(s) weekly. 3. Isolation Management Room/Self Harm Observation Status patient(s) upon admission as ordered by Clinician. 4. Test Preparation/Specimen Collection patient(s) as ordered by a Clinician.

Institutional Care Requirements (IC)	
No.	**Requirement**
IC-053	**Infirmary Weekend/Holiday Physician Rounds:** The Registered Nurse shall call the On-Call Clinician on Saturday, Sunday and Holidays to provide the Clinician with current patient nursing assessment information for acute medical and mental health admissions. The Registered Nurse documents the conversation with Clinician on the on DC4-714A, Infirmary Progress Record, and any new Physician Orders, if received, on the DC4-714B, Physician's Order Sheet.
IC-054	**Infirmary Discharge:** Nursing Discharge Summary shall be completed after Clinician writes order to discharge the patient from the infirmary. The Licensed Nurse shall complete a patient evaluation and provide education that includes the following: 1. Nursing assessment (note wounds or dressings); 2. Current patient complaints, if any; 3. Patient education, including medication information; 4. Discharge instructions, including signs and symptoms to watch for, and when to return to the medical department; 5. Follow up appointment with the Clinician; 6. Patient's understanding of the discharge instructions; and 7. Disposition of the patient (Document where was the patient discharged to). The discharge evaluation and education shall be documented by the Licensed Nurse on the following: 1. Acute and Chronic (Long-Term Care Admissions) on DC4-684, Infirmary/Hospital Daily Nursing Evaluation. 2. IMR/SHOS on DC4-673B, Mental Health Daily Nursing Evaluation, or DC4-714A, Infirmary Progress Record. 3. 23 Hour on DC4-732B, Infirmary Outpatient Admission 23 Hour Observation Nurses Note. 4. Test Preparation/Specimen Collection on DC4-732A, Infirmary Outpatient Admission Test Preparation or Specimen Collection. The Licensed Nurse shall document discharge on the appropriate Log based on admission (inpatient or outpatient). DC4-797E, Infirmary Log Inpatient, or DC4-797B, Infirmary Log Outpatient when patient is discharged.
IC-055	**Palliative Care:** Contractor shall provide services in accordance with HSB 15.02.17, Palliative Care Program Guidelines and Nursing Manual. Contractor's Clinician work closely with Chaplain, Nurse, Security, Classification, and Mental Health staff as a member of the Interdisciplinary Team to provide compassionate Care for inmate with advanced stage terminally illness in the last phase of his/her life. See HSB 15.02.17 *Palliative Care Program Guidelines* Provide comfort care to alleviate pain while continuing maintenance medication regimen.

Institutional Care Requirements (IC)	
No.	**Requirement**
	The Registered Nurse shall provide and direct nursing services, provide case management services, and give supportive care to palliative patients. The transferring facility Registered Nurse shall complete: 1. DC4-760F, Palliative Care Program Nurses Referral Form and verify that the consent for Palliative Care is in the medical record. 2. Document instructions and counseling provided for patient at discharge. 3. Complete transfer section of Form DC4-760A, Health Information Transfer/Arrival Summary. The receiving facility Registered Nurse shall complete: 1. Arrival section of Form DC4-760A, Health Information Transfer/Arrival Summary. 2. Initial nursing assessment on Form DC4-732, Infirmary/Hospital Admission Nursing Evaluation. 3. Within twenty-four (24) hours of admission confer with the attending Clinician to obtain orders for treatment, medication, advanced directives and release of information as indicated by the patient. 4. On-going assessments on Form DC4-701, Chronological Record of Health care, throughout her/his length of stay. The Registered Nurse works with the patient's attending Clinician to plan interventions that control and or alleviate the patient's symptoms, including pain. The Registered Nurse ensures that nursing provided by subordinates is delivered in a manner consistent with palliative goals and objectives. This is accomplished through direct observation and record review. The Registered Nurse participates in the work of the Interdisciplinary team as a team member. The Registered Nurse assumes responsibility for the management of patient care and coordination of services of other disciplines between meetings of the Interdisciplinary team. The Registered Nurse monitors the overall well-being of patient and coordinates the services of other disciplines to meet needs as needs arise between meetings of the Interdisciplinary team. The Registered Nurse documents the patient's Plan of Care as conceived by the Interdisciplinary team on form DC4-701, Chronological Record of Health care following the meeting. The Licensed Nurse shall complete an assessment of the patient at the beginning of each eight hour shift and document Form DC4-701, Chronological Record of Health care.

Institutional Care Requirements (IC)	
No.	**Requirement**
	The Registered Nurse shall chart any additional problems and interventions on form DC4-701, Chronological Record of Health care.
IC-056	**Fall Risk Assessment:** Contractor shall provide care in accordance with Nursing Manual. The Licensed Nurse shall complete a fall risk assessment on patient admission and document on form, DC4-684A, Morse Fall Scale, all Acute and Chronic Admissions to an Infirmary. Ongoing Fall Risk Assessment shall be completed and documented by the Licensed Nurse as follows: 1. Daily on all patients that are Acute to the Infirmary; or 2. Weekly on all Chronic Illness patients in the Infirmary; and 3. As needed for changes in the patient's cognitive dysfunction (dementia, delirium); impaired mobility; and/or medication that may affect the patient's balance. **Post Fall Assessment:** The Registered Nurse shall assess all patient falls and complete a new Fall Risk Assessment, DC4-684A, Morse Fall Scale and Patient Fall Assessment, DC4-684B.
IC-057	**Pressure Ulcer Prevention:** Contractor shall provide care in accordance with the Infection Control Manual. Contractor shall establish an interdisciplinary team with defined roles and responsibilities to oversee the pressure ulcer prevention for inmates in the inpatient setting. The Contractor shall establish Clinicians with expertise to provide initial and ongoing pressure ulcer prevention education including how to accurately stage and treat pressure ulcers. Maintain/encourage/preserve ADL's as much as possible. Protect and prevent skin breakdown secondary to extended immobility. The Registered Nurse shall complete the admission and the Licensed Nurse shall complete the daily assessments, as outlined in the infirmary requirements above, that includes Braden Scale and performs head to toe skin inspections for all patients upon admission and document any alteration in skin color, temperature, texture, turgor, consistency or moisture. The Licensed Nurse shall repeat the head to toe skin assessment, as outlined in the infirmary requirements above. Establish a pressure ulcer prevention plan, targeted to the patient identified risk factors, that aims to: 1. Minimize or eliminate friction and shear, 2. Minimize pressure with off-loading and support surfaces, 3. Manage moisture, and 4. Maintain adequate nutrition

Institutional Care Requirements (IC)	
No.	**Requirement**
	Document, as required, and communicate the results of the pressure ulcer risk assessment, skin assessments and the pressure ulcer prevention plan to all members of the health care team. Provide ongoing education to the patient and all members of the health care team regarding pressure ulcer prevention and treatment. Monitoring compliance with pressure ulcer prevention practices through auditing of process measures (e.g., percentage of patients with documentation of risk assessment and skin inspection at admission, percentage of at-risk patients with an appropriate pressure reduction surface in place). Evaluate the effectiveness of the pressure ulcer prevention program through ongoing monitoring of outcome measures. Investigate every occurrence of stage III and stage IV pressure ulcers to identify systems failures and other factors contributing to the occurrence of these pressure ulcers and identify opportunities for improvement. (Root cause analysis)
IC-058	**Medical Restraint Use:** The Registered Nurse shall complete an assessment for common medical problems that can lead to mental status changes, agitation, and out-of-control behaviors, this includes measuring Vital Signs (T, P, R, B/P, Pulse Ox and Accucheck for diabetics).The potential medical problems include but are not limited to: 1. Pain 2. Occluded drains 3. Low O2 saturation 4. Hypotension 5. Infiltrating IV lines 6. Electrolyte imbalance (review the patient's most recent lab results) 7. Hypoglycemia 8. Alcohol or drug withdrawal 9. Medication reactions & side effects (review the patient's current medications and potential side effects) The assessment shall be documented on the DC4-683 and/or DC4-684. Nursing staff shall implement preventative strategies and document them on the DC4-684. If strategies are not effective communicate with the Clinician to obtain restraint order. Order shall be documented on the Physician's Order Sheet DC4-714B. The order shall include the following: 1. The type of restraint, 2. The intended purpose of the restraint, 3. The frequency of patient checks, AND 4. The criteria for discontinuing the restraint(s). The RN shall re-assess the patient every 2 hours or more frequently based on the individual need of the patient. The assessment shall include: 1. Proper placement of restraint ensure that it is not too tight or too loose or rubbing the skin causing irritation or breakdown.

Institutional Care Requirements (IC)	
No.	**Requirement**
	2. Peripheral circulation: check skin for color and temperature; sensation of fingers and toes. 3. Skin: examine all bony prominences (back of skull, scapulas, coccyx, elbows, hips, heels, etc.) examine for new onset of discoloration or skin irritation – an early sign of skin breakdown. If able, the patient may turn himself from side to side with assistance. If the patient is unable to turn him/herself on his/her side, the patient is to be turned by staff every 2 (two) hours. 4. Range of motion of restrained extremity (ies): a. Exercise release one limb at a time b. Exercise shall be completed a minimum of 5 times c. If the patient is agitated, combative, threatening staff or self-mutilation, these exercises can be performed gently with the limb still in the restraint. 5. Nutrition: meals offered during meal times (patient may need to be fed by staff. 6. Hydration: offer fluids every 2 hours or as needed based on hydration assessment and physician orders. 7. Elimination: offer toileting during assessment a minimum of every 2 hours 8. Comfort 9. Physical/psychological status and 10. Readiness for discontinuation of restraints The Registered Nurse shall discontinue the restraints as soon as the patient meets ordered criteria and continue to observe for two hours following release from restraints. **Infirmary Documentation Medical Restraint Requirement** The Registered Nurse shall document above nursing assessments on the following: 1. DC4-684, Infirmary/Hospital Daily Nursing Evaluation 2. DC4-714A, Infirmary Progress Record 3. DC4-650A, Restraint Observation Checklist
IC-059	**Observation During Normal Business Hours:** Contractor shall provide care in accordance with Procedures 404.001, Suicide and Self-Injury Prevention and 404.002, Isolation Management Rooms and Observation Cells and 15.05.18, Outpatient Mental Health Services. When an inmate is referred for observation, pursuant to the above procedures, the Licensed Nurse shall complete a patient assessment on DC4-683A, Mental Health Emergency Protocol; Staff Request/Referral, DC4-529; and Emergency Nursing Log, DC4-781M. The Mental Health CHCC shall direct FDC Security to place the inmate in an isolation management room (IMR), or observation cell if IMR is not available. When the inmate is housed in an IMR or an observation cell, medical staff (or FDC Security staff, when sufficient numbers of medical staff are not available) shall observe the inmate at the frequency specified in the SHOS order (either every fifteen [15] minutes or continuously).

Institutional Care Requirements (IC)	
No.	**Requirement**
	Staff will document observations of inmates on SHOS every fifteen (15) minutes on the "Observation Checklist," DC4-650. Licensed Nursing staff shall complete a patient assessment once every 8 hours and document on DC4-673B, Mental Health Daily Nursing Evaluation. **Observation After Hours:** The Licensed Nurse shall complete a patient assessment on DC4-683A, Mental Health Emergency Protocol; Staff Request/Referral, DC4-529; and Emergency Nursing Log, DC4-781M. The Licensed Nurse shall direct FDC Security to place the inmate in an isolation management room (IMR), or observation cell if IMR is not available. When the inmate is housed in an IMR or an observation cell, medical staff (or security staff when sufficient numbers of medical staff are not available)shall observe the inmate at the frequency specified in the SHOS order (either every fifteen [15] minutes or continuously). The Licensed Nurse shall obtain a verbal order from On-Call Clinician and document the order on the Physician's Order Sheet, DC4-714B. Frequency of observation of inmates on SHOS will range from continuous observation to no less than every fifteen (15) minutes. Staff will document observations of inmates on SHOS every fifteen (15) minutes on the "Observation Checklist," DC4-650. Licensed Nursing staff shall complete a patient assessment once every 8 hours and document on DC4-673B, Mental Health Daily Nursing Evaluation.
IC-060	**Psychiatric Restraint Use:** Contractor shall provide care in accordance with HSB 15.05.10, Psychiatric Restraint. For institutions with a mental health inpatient unit, these services would be provided by the Mental Health CHCC. The Registered Nurse Specialist completes an assessment on inmate prior to restraint application Mental Health Emergency Protocol, DC4-683A. The health care professional granting authorization for restraint shall prepare, date, and sign "Authorization for Use of Force," DC6-232. In an emergency, restraints are authorized by the Registered Nurse Specialist who begins the process of obtaining an order from the Clinician within fifteen minutes of initiating restraints. The Clinician's order, documented on the DC4-714B, Physician's Order Sheet, shall accompany each use of a restraint and cannot be repeated on an as-needed (PRN) basis. The Clinician's order for restraint shall be documented in the infirmary and include the following: 1. Date and time 2. Duration 3. Purpose 4. Release Criteria 5. Authorization for the use of force

Institutional Care Requirements (IC)	
No.	**Requirement**
	Documentation of a telephone order must include the content specified above and be countersigned by a Clinician during the next regular business day. Staff will provide continuous observation of any inmate undergoing psychiatric restraint. Either direct observation or video monitoring equipment may be utilized. Observations will be noted every fifteen (15) minutes and continued until the episode of restraint is terminated. Pertinent observations and checks by nursing staff shall be noted on the "Restraint Observation Checklist," DC4-650A as noted below. Nursing staff shall make observations of respiration and satisfactory circulatory status (e.g., respiration rate, nail beds, skin warm to touch, etc.) every fifteen (15) minutes. Nursing staff shall check the restraints every sixty (60) minutes for rubbing and excessive looseness or tightness and remind the inmate (if awake) of the thirty (30) minute rule release criteria. An incidental note will be made in the record hourly to note the inmate's condition, behavior, and monitoring activities. Nursing Staff will exercise the inmate's restrained limbs every two (2) hours. One (1) limb will be released at a time, and placed back into restraints before releasing the next limb for exercise. Each limb will be exercised for at least one (1) minute. A bedpan or urinal will be offered every two (2) hours. Fluids will be offered every two (2) hours. Staff will prop-up an inmate in four (4) point restraints to minimize the risk of the inmate choking on the fluids. Meals will be offered during regular meal times. Nursing Staff will feed the restrained inmate. Staff will prop-up an inmate to a seated position in four (4) point restraints to minimize the risk of the inmate choking. Vital signs shall be taken at the end of the restraint period. The inmate shall be released from ambulatory or four (4) point restraints when the thirty (30) minute rule is met. The individual must remain calm for thirty (30) continuous minutes, that is, not display any verbal or physical signs of agitation, before releasing her/him from restraints. The clinical lead staff member will determine when the release criteria have been met. Upon release from restraints, the individual will remain under constant visual observation for thirty (30) additional minutes to monitor for continuous calm behavior. Restraints will be reapplied if, within thirty (30) minutes following release from restraints, the individual displays agitation. The restraints will be reapplied under the current restraint order (so long as the order has not expired).
IC-061	**Therapeutic diets** shall be prescribed by a Clinician (Physician, Advanced Registered Nurse Practitioner, Physician's Assistant, and Dentist). Contractor shall provide care in accordance with Procedure 401.009, Prescribed Therapeutic Diets.

Institutional Care Requirements (IC)	
No.	**Requirement**
	The "Diet Prescription/Order," DC4-728, shall be signed by a Physician, Advanced Registered Nurse Practitioner, Physician's Assistant. The DC4-728 will be used for all therapeutic diet prescriptions/orders with the following distribution by health services: 1. White - Food Service 2. Canary - inmate copy 3. Pink - medical record The white copy of the DC4-728 shall be given directly to Food Services from health services. It must never be sent to Food Services via the inmate. The pink DC4-728 copy is to be attached to the "Dietary Prescription Display Sheet," DC4-704B, in the inmate's health record. The Chief Health Officer/Institutional Medical Director, or her/his health services designee, shall review the DC4-668 concurrently with medical charts when considering renewal of a therapeutic diet. As a result of the review, the following action will be taken: 1. Any inmate, following the orientation, who misses ten percent (10%) or more of her/his meals during any month shall be called to medical to sign a DC4-711A and the diet will be discontinued accordingly. 2. If the inmate refuses a special diet in the Food Service facility (or is found consuming a regular tray when known to be on a therapeutic diet), s/he will be directed by the Correctional Officer to return to the health services unit to sign a DC4-711A for the therapeutic diet. 3. Therapeutic diet counseling will be documented on the "Chronological Record of Health care," DC4-701. Unless unusual medical circumstances exist, the Chief Health Officer/Institutional Medical Director or health services designee may refuse to re-prescribe a therapeutic diet for an inmate who has been non-compliant. Contractor shall notify Food Services of any inmate who has been removed from her/his therapeutic diet. This can be done by email or writing a new diet prescription that indicates the therapeutic diet was discontinued.
IC-062	**Hunger Strikes:** Contractor shall provide care in accordance with Procedure 403.009, Management of Hunger Strikes. Health care staff is to document on the DC4-701, Chronologic al Record of Health Care, that inmate has refused nine consecutive meals. If clinically indicated by the Clinician the inmate shall be admitted to the infirmary as an Acute Admission, see infirmary section of this document. Clinician shall complete the following: 1. Baseline history and physical examination including weight and vital signs 2. Order laboratory testing (a) Metabolic panel (b) Complete blood count (c) Urinalysis (d) Repeat tests as clinically indicated

Institutional Care Requirements (IC)	
No.	**Requirement**
	3. Daily follow-up, which includes clinical observation for signs of dehydration or malnutrition, vital signs, and weight, can be performed by the licensed nursing staff making daily sick call rounds in special housing. Licensed Nurse shall document follow up in the inmate's medical record on the "Chronological Record of Health care," DC4-701. Daily follow-up for inmates in the infirmary shall be completed in accordance with Infirmary Section for Acute Admission. Nutritional and fluid intake shall be documented after each meal. A psychological or psychiatric evaluation should be requested for any inmate engaged in a hunger strike to determine whether or not the hunger strike is associated with a mental disorder. Medical interventions such as the forcible initiation of an IV line or nasogastric feeding tube shall be undertaken only when there is immediate danger of loss of life or limb and approved by Director of Health Services or designee. Transportation to the nearest hospital emergency room, via emergency medical service, should be initiated if the inmate is critically ill, unstable, and/or deteriorating as determined by the Chief Health Officer/Institutional Medical Director or appropriate medical/mental health staff. In a difficult case where there is a rapidly changing situation requiring Clinician availability twenty-four (24) hours a day the inmate shall be transferred to a site with twenty four hour Clinician availability in accordance with Medical Transfer Procedure 401.016.
IC-063	**EKG Services** shall be available at the major institutions including annexes at all times. EKG services shall have the following characteristics: 1. EKG's are performed by trained staff. 2. A printed EKG report shall be available immediately and placed on the chart 3. All EKGs shall be reviewed by a Clinician as follows: a. Immediately for the following: i. chest pain ii. new abnormal EKG results iii. unchanged abnormal with new or increasing symptoms iv. abnormal vital signs b. Next business day for the following: i. normal EKG results ii. unchanged abnormal EKG results and no new cardiac symptoms 4. A review by a cardiologist shall be available upon request by the institution Clinician. 5. EKG equipment shall be properly and safely maintained. The Clinician reading EKG Report shall determine when an inmate requires treatment, consult or offsite evaluation.

Institutional Care Requirements (IC)	
No.	**Requirement**
IC-064	**Laboratory Testing:** The Contractor is responsible for all laboratory and phlebotomy services, including staff, supplies, and equipment for FDC inmates. The Contractor shall Contract with laboratory services that are not available onsite. The Clinician shall write order(s) for all laboratory or diagnostic test(s) on Physician's Order Sheet, DC4-714B. Licensed nurse notes all lab/diagnostic order as outlined under Physician's Order section of this document. Inmate Lab appointment are scheduled as ordered by Clinician in OBIS by Contractor's health care staff. Phlebotomist or Trained nursing staff (Registered Nurse, Licensed Practical Nurse or Certified Nursing Assistant) shall: 1. Collect all inmate specimen(s) as ordered by Clinician. a. If inmate refuses specimen collection the contractor has inmate sign Refusal Form, DC4-711 and b. notify the Clinician of refusal the same day and c. document refusal on the DC4-701, Chronological Record of Health care. 2. Document all required information on the DC4-797H, Laboratory Log (inmate name, DC#, type of lab test ordered date of order, date and time drawn) on the day that specimen is collected. 3. Retrieve and print all laboratory results from laboratory service provider daily and alerts Clinician of any critical values immediately. 4. Documents all lab results and date received on DC4-797H, Laboratory Log. 5. Lab report shall be placed in corresponding inmate's health care record following receipt of report not to exceed 72 hours, with the exception of critical notifications which shall be brought to Clinician immediately. 6. Monitor lab results for new positive Hepatitis B, Hepatitis C, HIV, MRSA, STD and TB results. 7. Ensures all Reportable Diseases and Conditions are reported by the Clinician to the Florida Department of Health in required timeframes as outlined in Section 381.0031, F.S. and Chapter 64D-3, F.A.C. and documented in the DC4-710, Communicable Diseases Record. 8. Review culture and sensitivity reports to compare with inmate's prescribed antibiotics; a. notify Clinician as soon as possible of any inmate's report that shows that there is resistance to current prescribed antibiotic therapy; 9. Ensure that the Clinician has reviewed and initialed/signed the labs. 10. Ensure that the Clinician has notified inmate of results and it is documented on the DC4-701, Chronological Record of Health care. All Lab results are documented in OBIS in the following manner: 1. If one test value is ordered enter the result; or 2. If multiple results received, documents see report. Clinician shall review all lab results and initial report once reviewed. Inmate is notified is notified of results and date is noted on the Laboratory Log, DC4-797H. Abnormal results are addressed/treated timely as clinically indicated by the Clinician.
IC-065	Genetic testing is performed, as outlined in HSB 15.02.18.
IC-066	**Radiology:**

Institutional Care Requirements (IC)	
No.	**Requirement**
	The Contractor shall provide radiology services for the detection, diagnosis and treatment of injuries and illnesses. All radiology (X-Rays) will be provided in a digital format. Referral for specialized diagnostic imaging shall be available and completed as clinically necessary.
IC-067	**Discharge Planning:** Contractor will provide discharge planning in accordance with HSB 15.03.29, Prerelease Planning for Continuity of Health Care**.** The successful Contractor will be responsible at each institution for coordinating the health care portion of the Department's Re-Entry initiative. The Contractor's Clinician shall complete a pre release (End Of Sentence, ICE, Work Release or Community Release Center, Community Corrections, Work Release/CCC transfers etc…) assessment on inmate and document on form DC4-549, Prerelease Health care Summary in the following time frames: 1. Inmates with clinically significant functional impairment one hundred and fifty days prior to End of Sentence. 2. Inmates without placement needs between 30 and sixty days prior to End of Sentence. Contractor shall ensure all prerelease inmates that are referred to a community provider have a completed Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information, DC4-711B authorization form on file for all relevant providers or entities at the time of release. Contractor shall provide all prerelease inmates who choose not to sign a DC4-711B at the time of release receive a blank DC4-711B for follow-up after release. Contractor shall provide all prerelease inmates with the address and telephone number of the inactive storage warehouse locations where end- of-sentence health records are maintained. Contractor shall provide all inmates who require immediate medical attention and/or continuity of care as determined by the chief health officer/ institutional medical director or staff physician copies of the Prerelease Health care Summary, DC4-549 along with other pertinent and/or vital health information to support any specific diagnoses at the time of release. Contractor shall provide all inmates who require immediate medical attention and/or continuity of care as determined by the chief health officer/ institutional medical director or staff physician copies of the Prerelease Health care Summary, DC4-549 along with other pertinent and/or vital health information to support any specific diagnoses at the time of release. Contractor shall provide copies of pertinent Health information at the time of release to aid inmates with applications for disability, employment requirements, vocational rehabilitation services, county health department services, private physician treatment and or care, etc.
IC-068	**Tuberculosis Discharge Planning**: Contractor shall comply with HSB 15.03.18

Institutional Care Requirements (IC)	
No.	**Requirement**
	The Contractor shall notify the Department of Health as part of discharge planning and to ensure continuity of care for inmates currently receiving treatment for Tuberculosis Disease or Infection. The Registered Nurse shall complete the Tuberculosis EOS Health Information Summary, DC4-758 prior to release. The health service staff member will also contact the health department in the county where the inmate will be residing prior to or at release, to ensure continuity of care.
IC-069	**HIV Pre-Release Planning:** Contractor shall provide care in accordance with HSB 15.03.08, FDC Policy on Human Immunodeficiency Virus (HIV) Disease and Continuity of Care. HIV/AIDS Health Information Summary, DC4-682, shall be completed by a licensed nurse or Clinician and provided to each exiting HIV-positive inmate. If the inmate designates a provider and chooses to release information, the following data shall be attached to HIV/AIDS Health Information Summary, DC4-682. 1. HIV test result showing a Western Blot confirmation of a positive result. 2. Latest CD4 count. 3. Latest viral load test result (if done). 4. Documentation of opportunistic infections and AIDS defining illnesses (lab reports, CXR results, and/or notes). 5. Latest TST test date and results. 6. Date of pneumococcal and influenza vaccine. 7. Antiretroviral history and current treatment.
IC-070	**Mandatory HIV End of Sentence Testing**: Pre-release screening: The Department of Corrections is required by Section 945.355, F.S. to test all inmates for HIV prior to the end of their sentences. Accordingly, all inmates are to be scheduled for HIV test 180 days prior to their date of EOS; if the inmate wishes to refuse the test, they will be advised of the possible benefits of having such testing performed and the requirement by the Florida Statutes. Inmate will need to sign a DC4-711H, *Refusal for HIV Testing Affidavit* if they still wish to refuse. Inmates with a previous positive HIV test are exempt from this requirement. Inmates with a negative HIV test within one year from their EOS date are also exempt from this requirement. If an inmate's HIV status is unknown to the Department, the Contractor trained health care staff shall, perform an HIV test on the inmate not less than 60 days prior to the inmate's release date. The Contractor shall record the results of the HIV test in the inmate's medical record on form DC4-710, Communicable Diseases Record. The Senior Health Services Administrator shall report each month to the Regional Health Services Administrator the total number of end-of-sentence tests performed, the total number with positive and negative test results, the number who refused,

Institutional Care Requirements (IC)	
No.	**Requirement**
	the number who received medication, and the number who did not need end-of-sentence testing. This requirement is being removed in the revised Procedure that is currently in the review process.
IC-071	**End of Sentence Medication and Medical Equipment/Supplies:** Release medications and or medical equipment or medical supplies shall be ordered by Clinician at the time of the End-of-Sentence assessment for delivery to the institution prior to the inmate release and placed in a designated secure location in the medical unit for issuance upon release. Inmates with a chronic illness shall have their maintenance medications prescribed for up to thirty (30) days if deemed indicated. However, HIV medications, shall be provided for 30 days at all times. Inmates with an acute illness shall have enough medication prescribed to complete the therapy regimen. Care must be exercised in prescribing medications with the potential for abuse. The Registered Nurse shall place End of Sentence Medication received from pharmacy in a bin, basket or tray in the pharmacy. The Registered Nurse shall create call out list for End of Sentence inmate to pick up medication. The Registered Nurse shall have the EOS inmate sign for the medication just as they would for any Keep On Person medication.
IC-072	The Contractor's institutional leadership including the HSA, CHO, and/or DON will communicate frequently with the Warden, keeping them informed of all significant events involving health care issues that may affect the normal operation of the institution (disease outbreak, major life threatening medical emergencies, suicide) or team work issues (security assistance, medical escort, transportation). They will attend regular meetings with the Warden (weekly and quarterly), and with the Regional Medical Director on a monthly basis.
IC-073	The Contractor must take proper precautions and promptly transmit the appropriate reports to the Florida Department of Health, outside hospitals/health care delivery facilities and notify the Department's Office of Health Services when communicable diseases are diagnosed.
IC-074	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
IC-075	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.
IC-076	**Employee Health**: The Contractor shall be responsible for the Employee Health Program by each institution, which includes:

Institutional Care Requirements (IC)	
No.	**Requirement**
	• TB screening and testing; • Hepatitis B vaccination series; • Immediate review and initial treatment of exposure incidents; 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).
IC-077	**Infection Control Nurse Orientation Training:** The Contractor shall provide infection control orientation and training to each institutional infection control nurse and upon completion, provide Office of Health Service with a written documentation of their training completion (certificate). All ICNs must have a Certificate maintained on file at each institution as well
IC-078	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.

3.4.2.4 Institutional Care Performance Measures

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-005	From the time an inmate submits a sick call request form until the time the request form is triaged by a RN and determined to be either emergent, urgent or routine, shall be no longer than 24 hours.	80% compliance, statewide, with at least 90% compliance at each institution	Monthly	$3,500 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-006	From the time the request is triaged, sick call requests categorized as emergent should be seen by the LPN/RN as soon as possible, not to exceed 60 minutes.	98% compliance, statewide, with at least 95% compliance at each institution	Monthly	$4,500 per percentage point, or fraction thereof
PM-007	From the time the request is triaged, sick call requests categorized as urgent should be seen by the LPN/RN within 24 hours.	96% compliance, statewide, with at least 90% compliance at each institution	Monthly	$4,000 per percentage point, or fraction thereof
PM-008	From the time the request is triaged, sick call requests categorized as routine should be seen by the LPN/RN within 7 calendar days.	85% compliance, statewide	Monthly	$1,500 per percentage point, or fraction thereof
PM-009	All post use-of-force examinations must be conducted within 30 minutes of the notification of the use-of-force incident, as documented on the incident report	90% compliance statewide	Monthly	$2,000 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-010	Upon admission, all acute infirmary inmates receive a medical plan of care written (or by telephone order) by the Clinician within 60 minutes.	85% compliance statewide	Monthly	$2,000 per percentage point, or fraction thereof
PM-011	From the time inmate patient is admitted to the infirmary the Nursing Admission is completed and documented within 2 hours.	85% compliance statewide	Monthly	$2,000 per percentage point, or fraction thereof
PM-012	Acute Care Admissions to the infirmary must receive a nursing assessment once every eight (8) hours.	85% compliance statewide	Monthly	$2,000 per percentage point, or fraction thereof
PM-013	Chronic Care Admissions to the infirmary receive a nursing assessment once every seven (7) days.	85% compliance statewide	Monthly	$2,000 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-014	All 23 Hour Admissions do not exceed 23 hours without a disposition (dispositions include discharge, admitted as acute or transferred to hospital).	85% compliance statewide	Monthly	$2,000 per percentage point, or fraction thereof
PM-015	The Clinician shall make rounds on a daily basis (once every 24-hour period, may be telephonically) to assess the care of all acute illness patients in the infirmary.	90% compliance statewide	Monthly	$2,500 per percentage point, or fraction thereof
PM-016	All New Commitment Inmates receive a health appraisal that includes a physical examination within 14 calendar days of arrival at a reception center.	90% compliance statewide	Monthly	$2,500 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-017	All inmate transfers receive intake screening at new facility no later than 8 hours from the time of their arrival.	85% compliance statewide	Monthly	$2,000 per percentage point, or fraction thereof

3.4.2.5 Institutional Care Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-IC-01 Quarterly Institutional Care Report	10th business day of the month following the end of a quarter (for the previous quarter)	-Number of past due appointments for all Chronic Illness Clinics, as of the last day of the previous month (listed by institution) - Number of inmates referred to Specialty Clinics, as of the last day of the previous quarter (listed by institution) - Number of inmates see in all Specialty Clinics, as of the last day of the previous quarter (listed by institution) - Number of inmates sent to the community for Emergency Care, as of the last day of the previous quarter (listed by institution and reason for visit)
DEL-IC-02 Monthly Dialysis Infection Control Report	10th business day of each month (for the previous month)	The Contractor shall provide a Monthly Dialysis Infection Control Report (DC4-539E) for Lowell Correctional Institution, in accordance with Procedure 401.009.
DEL-IC-03 Monthly Health Care Associated Infections Report	10th business day of each month (for the previous month)	The Contractor shall provide a Monthly Health care Associated Infections, Table I Report (DC4-539G) for the following institutions: CFRC Main Unit, CFRC South Unit, Lowell Main Unit, NWFRC Main Unit, RMC Hospital, SFRC Main Unit, SFRC South Unit, and Zephyrhills, in accordance with the Infection Control Manual.
DEL-IC-04 Monthly Infection Attack Rates & Trends Report	10th business day of each month (for the previous month)	The Contractor shall provide a Monthly Attack Rates & Trends, Table II Report (DC4-539H) by each institution, in accordance with Infection Control Manual.

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-IC-05 Monthly Immunizations (Vaccine) Report	10th business day of each month (for the previous month)	The Contractor shall provide a Monthly Immunizations, Table IV Report (DC4-539F) in accordance with Infection Control Manual.
DEL-IC-06 Infectious Disease Outbreak Worksheet Report	Every business day by 3:00 p.m., E.T. until outbreak is resolved	The Contractor shall provide the Infectious Disease Outbreak Worksheet Report (DC4-544C) daily from the institution affected until outbreak has resolved in accordance with Department Procedure 401.001 Infection Control Manual.
DEL-IC-07 Department of Health (DOH) Daily Infectious Disease Outbreak Report	Every business day by 3:00 p.m., E.T.	The Contractor shall provide a Daily Infectious Disease Outbreak Report (DC4-543) to DOH, in accordance with Infection Control Manual.
DEL-IC-08 Summary of Infection Control Investigation Report	Within 7 calendar days of outbreak end	The Contractor shall provide a Summary of Infection Control Investigation Table V Report (DC4-539A) within 7 days of an outbreak being resolved by the affected institution, in accordance with Infection Control Manual.
DEL-IC-09 Summary Tuberculosis INH Information Report	Within 3 business days of an applicable inmate's EOS	The Contractor shall provide a Tuberculosis INH Health Information Summary Report (DC4-758) for those inmates who EOS on TB medications and completed before end of sentence by each institution, and in accordance with HSB 15.03.18.
DEL-IC-10 Bloodborne Pathogen Exposure Report	Within 24 hours of exposure	The Contractor shall provide Inmate Bloodborne Pathogen Reports (DC4-799) & Department Staff Bloodborne Pathogen Reports (DC4-798) by each institution, in accordance with HSB 15.03.43 and Bloodborne Pathogen Manual
DEL-IC-11 Inmate Tuberculosis (TB) Suspects and Tuberculosis (TB) Cases Reporting	Within 24 hours of discovery	The Contractor shall provide the required documentation for a TB Suspect and/or Case for each institution, in accordance with the HSB 15.03.18 and local and state laws

3.4.3 Utilization Management and Specialty Care Service Area

3.4.3.1 Description

The goal of Utilization Management and Specialty Care is to promote quality specialty Health care services in a correctional setting in the most efficient, timely and cost effective manner. The Utilization Management (UM) program is an essential component of Quality Management which effectively and timely manages the utilization of specialty health care services including, consultations, durable medical equipment, surgical procedures, diagnostic imaging, Emergency Room visits and outside hospital admissions.

It is vital that the Department and awarded Contractor can work together to ensure that appropriate care is provided to the inmate and that scheduled consultations or ordered diagnostics are not only completed timely, but also subsequently reviewed by referring Clinician to ensure that care is rendered.

3.4.3.2 How Service is Provided Today

Utilization Management services are currently being provided by our Comprehensive Health Services Contractors. Each Contractor program is physician-based and incorporates evidenced-based criteria through an electronic database system. Statewide data for FY 15/16 for utilization of specialty services illustrates that there were 2,224 outside hospital admissions resulting in 7,934 hospital days with an average length of stay of 3.56 days. There were a total of 928 ER Visits and 32,866 outpatient events which include consults, diagnostics, outpatient surgery and DME.

Centurion of Florida services all FDC institutions. They currently employ Florida UM Staff in all regional offices, and Memorial Hospital in Jacksonville, FL. Medical requests from the sites are submitted via email or fax and are processed into an electronic UM system by the UM staff. The sites and the medical schedulers are notified of UM decisions through email and most of the services are scheduled through centralized scheduling at RMC and Central Florida Reception Center (CFRC). The majority of specialty services are provided “behind-the-fence” through contracted specialists who see inmates at RMC, CFRC, and Lowell CI.

Community hospital admissions are managed by the inpatient UM nurses through concurrent daily reviews with the hospital case managers. The appropriateness of the admission, intensity of services, length of stay, need for continued stay and discharge planning are determined through evidenced-based criteria and input from their multi-disciplinary medical team. Centurion of Florida also contracts with Memorial Hospital to utilize a secure med/surg wing of 14 beds, in addition to a nine-bed med-surg overflow unit for a total of 23 secure beds and contracts with Larkin Hospital to provide a secure med/surg unit that has eight beds.

3.4.3.3 Utilization Management and Specialty Care Minimum Requirements

Utilization Management and Specialty Care Requirements (UM)	
No.	**Requirement**
UM-001	The Contractor will set up local offices in strategic locations to manage FDC Utilization Management Operations.

Utilization Management and Specialty Care Requirements (UM)	
No.	**Requirement**
UM-002	The Contractor will implement an electronic Utilization Management Program system that incorporates nationally accepted evidenced based managed care guidelines.
UM-003	A full scope of specialty services shall be arranged by the Contractor at the time of transition to ensure that there are no delays in providing specialty care services.
UM-004	Establish an institutional process that will enable each site to have easy access and the ability to electronically submit specialty medical requests into the Utilization Management system. This system will also be utilized to provide communications from the Utilization Management Team to the sites regarding the need for additional information, authorization, alternative treatment plans and scheduling instructions. All specialty medical requests shall be processed timely in accordance with the acuity of the request or no later than 5 business days of receiving.
UM-005	If the specialty service is authorized to be scheduled the service/appointment date shall be entered into the Utilization Management electronic database. All services authorized for scheduling shall reflect a completed service date on the institutional Consult Log, in OBIS (Medical Consult and Hospital Movement Screen) and will also be included in the deliverable Utilization Management reports as specified.
UM-006	Appointments shall be scheduled within the time frames set forth in policy HSB 15.09.04: Emergency – These conditions require immediate attention and must be treated as soon as the means of treatment can be provided. Urgent – Those conditions which must be treated within twenty-one days or less. Routine – The conditions which will tolerate a delay of not more than 45 days without deteriorating into either an urgent or emergent condition.
UM-007	If the specialty service is not authorized to be scheduled an (ATP) alternative treatment plan must be formulated by the reviewing Utilization Management Physician. The ATP will be sent to the requesting site. The site Physician's are responsible for implementing, documenting and discussing the ATP's with the inmates.
UM-008	The provider will Contract with a community hospital in strategic locations to provide off site inpatient hospital services in a secure environment. All secure units will be approved by the Office of Health Services and the Chief of Security Operations.
UM-009	To enhance public and staff safety as well as decrease the costs for security. Providers must utilize the community hospital secure units when medically feasible. In cases requiring a continued inpatient stay of 3 days or longer inmates will be transferred to secure hospital units when medically appropriate and stable.
UM-010	Outside hospital admissions and observation stays will be promptly reviewed by the providers Utilization Management Nurses. Inpatient nationally managed care guidelines will be utilized to assist with determining the appropriateness of the admission, intensity of services, length of stay, need for continued stay, transition of care and discharge planning.
UM-011	All associated outside hospital data will be entered into the electronic Utilization Management system as well as OBIS and included in the deliverable Utilization Management reports as requested.

Utilization Management and Specialty Care Requirements (UM)	
No.	**Requirement**
UM-012	Medically intensive transfers including, Infirmary to Infirmary, infirmary to RMC –Hospital, hospital to hospital are to be coordinated by Utilization Management Nurses.
UM-013	An onsite QM Utilization Management review will be performed in accordance with Health Service Bulletin 15.09.01 to ensure that an efficient and continuous institutional process is in effect for timely access to specialty health care services.
UM-014	Provide UM oversight to ensure that the Program is functioning in accordance with this ITN and the Utilization Management policy HSB 15.09.04.
UM-015	Each site covered by this ITN must have access and abilities to electronically submit Specialty medical requests into the Utilization Management system. This system will also be utilized to provide communications from the Utilization Management Team to the sites regarding the need for additional information, authorization, alternative treatment plans and scheduling instructions. All medical requests shall be processed timely in accordance with the acuity of the request or no later than 5 business days of receiving.
UM-016	Ensure that All services authorized to be scheduled reflect a completed service date on the institutional Consult Log, in OBIS (medical Consult and Hospital Movement Screen) in accordance with Policy HSB 15.09.04. The completed service dates will also be included in the deliverable Utilization Management reports as specified.
UM-017	Ensure that all services not authorized to be scheduled have a (ATP) alternative treatment plan formulated by the reviewing Utilization Management Physician. The ATP's will be sent to the FDC UM Contract Monitor and the requesting site. The designated site Physicians will implement, document and discuss the ATP with the inmate.
UM-018	Providers must utilize the community hospital secure units when medically feasible. In cases requiring a continued inpatient stay of 3 days or longer inmates will be transferred to A secure hospital unit when medically appropriate and stable.
UM-019	Ensure that onsite QM Utilization Management audits are performed in accordance with Health Service Bulletin 15.09.01 to ensure that an efficient and continuous institutional process is in effect for timely access to specialty health care services.
UM-020	If it is not possible to provide a specialty service on-site, the Vendor shall arrange services with a local specialist for the treatment of inmates who require services beyond what can be provided. All outside referrals shall be coordinated with the Department for security and transportation arrangements, and the Vendor will be responsible for all associated costs.
UM-021	If the Vendor determines a patient can receive more appropriate care at a community hospital, or community provider, the Vendor will be responsible for the payment of those services.

3.4.3.4 Utilization Management and Specialty Care Performance Measures

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-018	From the date a consult is written, the consult must be scheduled within 21 calendar days, if deemed Urgent.	90% compliance statewide	Quarterly	$3,500 per percentage point, or fraction thereof
PM-019	From the date a consult is written, the consult must be scheduled within 45 calendar days, if deemed Routine.	85% compliance statewide	Quarterly	$3,000 per percentage point, or fraction thereof
PM-020	From the date received in Utilization Management, all specialty medical requests must be processed by Contractor UM Staff within 5 business days.	90% compliance statewide	Monthly	$3,000 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-021	Each Alternative Treatment Plan (ATP) shall be documented on the DC4-701 and discussed with the inmate and signed by the physician in the chart entry.	90% compliance statewide	Monthly	$3,500 per percentage point, or fraction thereof
PM-022	Every hospital admission and ER Visit shall be entered into OBIS within 72 hours of admission and/or visit.	85% compliance statewide	Monthly	$3,500 per percentage point, or fraction thereof
PM-023	All specialty medical requests shall be processed timely in accordance with the acuity of the request but no later than 5 business days of receipt.	95% compliance statewide	Monthly	$4,000 per percentage point, or fraction thereof

3.4.3.5 Utilization Management and Specialty Care Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL- UMSC-1 Daily UM Report	Each business day by 4:00 p.m. (Eastern Time)	-Narrative summary report for Community Hospital Admissions. The report will be pre formatted in a Word template (See attached). The report shall be completed as formatted and the narrative summary section shall include the following elements: Inmate Name, DC Number, Age, Institution, Admitting Hospital, Admitting Diagnosis, significant labs and imaging results and Plan of treatment. Daily chronological updates to include; Date, Vital Signs, intensity of service, significant labs, pathology results, procedures done and discharge planning. Cases to be removed from the report post discharge. -Inpatient Admissions Report in excel format to include, Sending Institution, Inmate Name, DC Number, DOB, Age, Admitting Diagnosis, Discharge Diagnosis, Hospital Name, Admission Reason Self Harm or Assault Y/N, Length of Stay and Bed Type Days. The report shall have cumulative data to end on the last of the month. -Emergency Room Utilization in excel format – The report will include the following elements; Event date & time, Sending Institution, Inmate Name, DC Number, DOB, Age, Institution Diagnosis, Hospital Admission Status Y/N, Event Reason Self Harm or Assault Y/N. -Outpatient services in excel format - The report will include the following elements and will be updated daily and in an ongoing Calendar Year format; Inmate name, DC Number, Date of Birth, Age, Requesting Institution, Date of request, Date received in Utilization Management, Date completed in Utilization Management, Appointment Date, Specialty Type, Acuity of Referral, Status of Referral (approved/ATP), Diagnosis Description, Procedure Description, Provider, and Authorization Number.
DEL- UMSC-2 Monthly UM Report	By the 10th business day each month for the preceding month	-Identification of new cancer patients, the report will include the following elements; Inmate Name, DC Number, D.O.B., Age, Institution, Date of Biopsy, Reference Laboratory, Specimen type, Pathology Diagnosis and the plan of care. -Inmate procedures report by DRG/CPT Coding, by facility, by provider -Inpatient Report to include, Inpatient Totals by Hospital, Number of Admissions, Number of Days, Average Length of Stay and Diagnostic Grouping Descriptions.

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-UMSC-3 Quarterly UM Report	10th business day of January, April, July and October reflecting information from the previous calendar quarter	-Report to identify readmissions to a community hospital within 30 days of hospital discharge. The report will include the following elements; Inmate name, DC number, D.O.B., Age, Discharge Diagnosis Description, Hospital Name, Date of Discharge, Readmission Diagnosis Description, Readmission Hospital Name, Length of Stay and Readmission Date of Discharge. -Identification of outliers, Variance/Variability based on DRG to Length of Stay -Identification of Patterns of Prescribing and Trends Analysis -Data Cost Analysis of services provided and comparative data for indicators measured with the goal of cost containment. -Cost per Day – Inpatient Hospital, Inpatient at RMC, Infirmary Care -Cost per Surgical Case and/or Surgical Procedure. -Cost by Diagnostic Codes, Provider, Facility, Region, and Inmate -Summary report of Unauthorized/Disapproved Claims with explanation

3.4.4 Quality Management Service Area

3.4.4.1 Description

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

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

Additionally, a robust quality management program includes the below components.

- **Risk Management (RM) Program:** seeks to protect the human and financial assets of the department and ensure the continuous improvement of inmate care by identifying risk factors and reducing errors.

- **Credentialing, Certifications, Continuing Education (CE) and Peer Review:** The Contractor must verify credentials and current licensure of all licensed health care professionals in accordance with policy.
- **Mortality Review (MR):** The purpose of this program is to retrospectively monitor and evaluate the quality and appropriateness of health care and the health care delivery process upon inmate death. Every in custody death requires a mortality review (except those who are executed).

3.4.4.2 How Service is Provided Today

Quality Management (QM) Program is performed today by our Comprehensive Health Care Contractor (CHCC). The CHCC participates in quality management, assurance activities and risk management assessment at the institutional, regional and central office levels, in accordance with policies and procedures, to include, but not be limited to:

- Continuous operational QM efforts routinely performed by regional and institutional staff to ensure efficient operations. This includes, but is not limited to: performing routine site visits to monitor and assure the health care system is working properly, reviews and analyzes reports and logs to assess appropriate inmate access to health care within and outside the institution, performs problem resolution when necessary, and identifies and assists with training needs.
- Clinical QM efforts that require specific records review of various clinical functions, such as Chronic Illness Clinics, care review, medication/treatment administration, etc.
- Occurrence reporting system to identify risks and minimize errors by documenting adverse inmate occurrences.
- A system of review is established for any suspected sentinel event.

The Department oversees the continuous quality assurance and risk management activities that ensure the most efficient and effective health care systems through evaluation and implementation of processes that will improve the quality of health care delivery.

3.4.4.3 Quality Management Minimum Requirements

Quality Management Requirements (QM)	
No.	**Requirement**
QM-001	Establish QM/QA committees at institutional and regional level to consist of positions as identified and in accordance with policy
QM-002	QM oversight – provide appropriate administrative oversight and support for the institutional QM program, ensuring all QM requirements are carried out in accordance with policy; developing and maintaining a system for triaging and resolving problems.
QM-003	QM oversight – provide appropriate administrative oversight and support for the institutional QM program, ensuring all QM requirements are carried out in accordance with policy; developing and maintaining a system for triaging and resolving problems.

Quality Management Requirements (QM)	
No.	**Requirement**
QM-004	Participation in FDC statewide quality management committees – coordinate with the Department in developing studies, trending and analyses of regional health services provided, including the performance of institution level quality of care; make recommendations for necessary changes or interventions to resolve identified problems with appropriate Corrective Action Plan (CAP) as a tool to ensure outcomes of these practice modifications.
QM-005	Regional QA team - meet at least quarterly to review reports from all institution level quality assurance committees and shall be empowered to consider the reports from all other committees as appropriate. Make recommendations for necessary changes or interventions and review the outcomes of these practice modifications. Report trends and analyses to FDC statewide QM committee.
QM-006	This committee shall also consider the results of quality of care audits, whether carried out by outside agencies such as the Correctional Medical Authority (CMA), American Correctional Association (ACA) or by FDC staff.
QM-007	Participate in external reviews, inspections, and audits as requested and the preparation of responses to internal or external inquiries, letters, or critiques.
QM-008	Conduct monthly health care review meetings at each institution to include outcomes and improvements/acts; and maintain and distribute minutes of the meetings in accordance with policy.
QM-009	Conduct bi-annual quality review by institutions in accordance with policy utilizing FDC form or pre-approved form of indicators.
QM-010	Establish a Corrective Action Plan (CAP) for each indicator scoring below 80% and submit to regional QM team.
QM-011	Submit a bi-annual summary of the health services reports and CAPs to FDC in accordance with policy.
QM-012	The Regional QM Team will schedule and conduct a QM review at each institution every 18 months in accordance with policy. A. Provide preliminary report of findings to institutional management during exit briefing. B. Final report to be submitted to FDC in accordance with policy. C. Institution will address each indicator with a score below 80% with a CAP to include a monthly report in accordance with policy until all corrective action has been completed. D. Perform a follow-up site visit in accordance with policy.
QM-013	Correctional Medical Authority (CMA) Health Services Survey Process: Required by Florida Statutes to conduct a survey at least once every three (3) years at each FDC institution. Institutions should be survey ready at all times. The Department and/or Contractor (if applicable) will respond to findings in accordance with Office of Health Services (OHS) directives. The Contractor responsibilities include: 1) CMA pre-survey questionnaire and coordination of survey arrangements. 2) CAP required on all CMA findings in accordance with policy. 3) CMA determines whether all deficiencies have been corrected.
QM-014	The Contractor is responsible for identification, analysis, and evaluation of risks and the selection of the most advantageous method(s) of correcting identifiable risks as a way to protect patients and staff from foreseeable harm, promote the quality of health care and promote a safe environment in accordance with policy.
QM-015	Provide health services reporting on occurrences and trending in accordance with policy.

Quality Management Requirements (QM)	
No.	**Requirement**
QM-016	Occurrences, sentinel events and trending to be included in the monthly institution QM meeting.
QM-017	Establish a Credentialing Committee to review and approve credentials in accordance with policy and provide quarterly rosters of reviews to the Department.
QM-018	A credentialing and peer review program will be implemented and maintained for the following occupational groups in accordance with HSB 15.03.05 *Credentialing and Peer Review Program;* section 3.4.4.3 below: a. Physicians (all levels and specialties including psychiatry) b. Advanced Registered Nurse Practitioners (all specialties) c. Physician's Assistant / Clinical Associate
QM-019	All professional license staff must be compliant with training requirements to include Cardiopulmonary Resuscitation (CPR), Basic Life Support (BLS) Certification or Advanced Cardiac Life Support (ACLS) for Health care Providers. Acceptable CPR training programs: (1) American Heart Association (AHA) CPR-Pro or Health Care Provider card; (2) American Safety Health Institute (ASHI) Health Care Provider or CPR-Pro card; or (3) American Red Cross CPR/AED card for Professional Rescuer and Health care Provider)
QM-020	Advanced Registered Nurse Practitioner (ARNP) Protocol: Nurse Practice Act, Florida Statutes, Chapter 464, F.A.C, Rules 64B-4.009 and 4.010, F.A.C. **(1)** An executed original protocol must be filed upon employment and annually thereafter with the Board of Nursing, 4052 Bald Cypress Way Bin C02, Tallahassee, FL, 32399. **(2)** The supervising physician must file a notice with the Board of Medicine within 30 days of entering the supervisory relationship and a second notice within 30 days after terminating the supervisory relationship. **(3)** A new protocol must be completed every year, regardless of reassignment dates.
QM-021	Florida law requires Physician Assistants (PAs) to notify the Board in writing within 30 days after employment, or after any subsequent change in the supervising physician. This means when a PA begins employment, ends employment and when there are changes to the supervising physician (adding one or deleting one). PAs can be disciplined for failing to perform this legal obligation. • Physician's Assistant (PA): DOH MQA Supervision Data Form DH-MQA 2004 available at www.FLBoardofMedicine.gov • Pertinent laws: Section 458.347, F.S. – Physician Assistants • Pertinent rules: Rule 64B8-30.003, F.A.C – Physician Assistant Licensure; Rule 64B8-30.012, F.A.C – Physician Assistant Performance
QM-022	Maintain copies of specific documents to include licensure, certifications and continuing education of the health care personnel in the institution where the individual professional is providing service in accordance with policy for accrediting and monitoring purpose. The Contractor is responsible to assure conformity with such requirements.
QM-023	Develop and implement peer review and plans to address or correct identified deficiencies to ensure that all applicable professionals have their work performance reviewed in accordance with policy for accrediting and monitoring purpose.
QM-024	The institutional mortality review team shall perform the mortality review using routine mortality review forms in accordance with policy.

Quality Management Requirements (QM)	
No.	**Requirement**
QM-025	The Regional QA Committee/team, shall meet at least quarterly to review the results of mortality reviews.
QM-026	The institutional Mortality Review Coordinator shall transmit the mortality review and the health care record to the Department in accordance with policy.
QM-027	Those cases where recommendations are identified at either the institutional or outside physician reviewer level shall be forwarded to the Contractor's Medical Director for review, corrective action, and case closure in accordance with policy.
QM-028	All cases will be reviewed by the Department's Medical Director for determination of final closure.
QM-029	Establish a QM team or committee, as identified (or equivalent to) in HSB 15.09.01 *Quality Management Program,* for the institution and regional level teams.
QM-030	Provide QM oversight to ensure the program functions are carried out in accordance with the policy HSB 15.09.01 *Quality Management Program* and requirements outlined in this ITN. At a minimum, the Contractor shall have the following program management positions: a) QM Program Manager/Director or Equivalent position to serve as the liaison to the FDC Contract Manager b) QM Program Coordinator or equivalent position for each region covered by this ITN to serve as the liaison to FDC QM Program Manager and Coordinator. c) Institutional staff identified in accordance with policy to handle routine functions of the QM program processes.
QM-031	Coordinate with the FDC QM Contract Manager protocols for developing studies, trending and analyses of regional health services provided, including the performance of institution level quality of care. Expected to present studies, trending and analyses of quarterly health services reports to the FDC QM Committee at scheduled bi-annual meetings.
QM-032	Regional QM team to review institutional health services reports and meeting minutes on a minimum of quarterly basis; provide summary of the regional review to FDC Contract Manager or delegate in accordance with policy HSB 15.09.01 *Quality Management Program*.
QM-033	Ensure each institution is audit/survey ready at all times by adhering to the QM Program's activities utilizing the relevant FDC forms (DC4-512A *Quality Management Instrument,* DC4-512B *Bi-Annual Report,* and DC4-512C *Corrective Action Plan*). Each QM indicators with a score less than 80% require at a minimum a Corrective Action Plan (CAP).
QM-034	Ensure that the Health Services Administrator and appropriate institutional staff coordinate and participate in external reviews, inspections, and audits as requested and the preparation of responses to internal or external inquiries, letters, or critiques.
QM-035	Ensure that each institution, within each region covered by this ITN, conduct monthly health care review meetings to include outcomes and improvements/acts; and maintain and distribute minutes of the meetings in accordance with policy HSB 15.09.01 *Quality Management Program.*
QM-036	Ensure each institution conducts bi-annual quality review utilizing DC4-512A *Quality Management Instrument*. Indicators that score below 80% require a Corrective Action Plan.

Quality Management Requirements (QM)	
No.	**Requirement**
QM-037	Develop a Corrective Action Plan (CAP) for each indicator scoring below 80%. Submit CAP to regional QM team. A CAP can be closed if the review of the indicator has improved to 80% or above for three (3) consecutive months with regional team approval. However, should an external audit occur and this indicator scores 80% or above then the CAP may be closed at that time.
QM-038	Regional QM Team must submit a bi-annual summary of the health services reports and CAPs for the institutions in the region covered by this ITN to FDC in accordance with policy HSB 15.09.01 *Quality Management Program*.
QM-039	The Regional QM Team will schedule and conduct a QM review at each institution every 18 months at minimum in accordance with policy HSB 15.09.01 *Quality Management Program*. At a minimum, the Contractor shall: a) Provide preliminary report of findings to institutional management during exit briefing. b) Provide final report to FDC Contract Manager. c) Address each indicator with a score below 80% with a CAP to include a monthly report until all corrective action has been completed. d) Perform a follow-up site visit in accordance with policy.
QM-040	Correctional Medical Authority (CMA) is required by Section 945.6031, F.S. to conduct a survey at least once every three (3) years at each FDC institution. In accordance with HSB 15.09.01, *Quality Management Program,* at a minimum, the Contractor shall: a) Ensure that institutions are survey ready at all times. b) Complete CMA pre-survey questionnaire and coordinate survey arrangements. c) Develop a CAP on all CMA findings. d) Respond to findings in accordance with Office of Health Services (OHS) directives. In addition, should CMA determine deficiencies are at a critical level and declare a "state of emergency" the Contractor will place a "crisis team" at that institution within 72 hours to ensure that deficiencies are corrected/addressed until CMA determines whether all deficiencies have been corrected. The Department shall re-evaluate staffing patterns and systems to determine whether the Contractor has adequate staff to provide services, staff are adequately trained, and appropriate processes are in place. The Contractor will meet the Departments requests and directives in addressing deficiencies.
QM-041	Provide health services reporting on occurrences and trending in accordance with policy HSB 15.09.08 *Risk Management Program,* utilizing forms DC4-690A *Occurrence Report* and DC4-690B *Clinical Risk Management Occurrence Trending Report for Inmates Under the Direct Supervision of the Institutional Health Services.*
QM-042	Identified occurrences, sentinel events and trending issues to be discussed and included in the monthly institution QM meeting.
QM-043	Notify FDC Contract Manager of sentinel events as identified in policy HSB 15.09.08 *Risk Management Program.*
QM-044	The Contractor must verify credentials and current licensure of all licensed health care professionals in accordance with policy HSB 15.09.05 *Credentialing and Peer Review Program*. At a minimum, the Contractor shall: a) Establish a Credentialing Committee to review and approve credentials in accordance with above policy.

Quality Management Requirements (QM)	
No.	**Requirement**
	b) Provide quarterly roster of credentialed staff to the Department. This roster should include at minimum full name, license number and expiration, class/position title, institution/workplace location, type of review (initial or renewal). c) Maintain an employee credentials folder at the institution the individual professional is providing service in accordance with policy for accrediting and monitoring purpose. d) Develop and implement peer review processes that include plans to address or correct identified deficiencies. Ensure that all applicable professionals have their work performance reviewed in accordance with policy for accrediting and monitoring purpose.
QM-045	Establish an institutional Mortality Review Team, as identified in HSB 15.09.09.
QM-046	The institutional mortality review process will involve the institutional Medical Director, Health Services Administrator, institutional Mortality Review Coordinator, Director of Nursing (DON), Mental Health Psychologist (if suspected suicide), and a mortality review team as outlined in HSB 15.09.09. Regional health services staff may attend mortality review team meetings telephonically.
QM-047	An eform/SYSM death notification is sent by the institutional mortality review coordinator (or designee) to the CO Mortality Review Coordinator within 24 hours of an inmate death (excluding weekends and holidays). Information to be included is outlined in HSB 15.09.09.
QM-048	The mortality review team will convene and thoroughly review the institutional health record, outside facility medical records, all relevant FDC records, and the ME report (if available) within ten (10) business days of inmate death. The team will re-convene upon the completion of a psychological autopsy, if applicable.
QM-049	Mortality review forms (DC4-501, DC4-502, DC4-503D, DC4-504 and DC4-508) shall be completed thoroughly, signed and dated during the mortality review team meeting.
QM-050	Mortality review forms (originals) are sent to the CO Mortality Review Coordinator within five (5) working days of mortality review meeting.
QM-051	A copy of the past year of the institutional health record, and any outside medical facility records are to be sent to the CO Mortality Review Coordinator within ten (10) working days of inmate death.
QM-052	The institutional mortality review coordinator, or designee, will request the autopsy from the medical examiner in the district where the death occurred. Once received, the ME report will be sent to the CO Mortality Review Coordinator. All costs related to the ME report, and transportation of the body, will be incurred by the Contractor.
QM-053	Any conclusion on the DC4-508, except Acceptable Care provided, will require a Corrective Action Plan (CAP), to be completed by the institutional health services staff in a timely manner.
QM-054	All suspected/confirmed suicides will be reviewed by the CO Mental Health Director, who will ensure that a psychological autopsy is assigned to the regional mental health services staff.
QM-055	Any recommendations by the FDC Director of Health Services shall be forwarded to the Contractor's Medical Director for review and/or corrective action to be completed in the appropriate time frame specified in the communication.

Quality Management Requirements (QM)	
No.	**Requirement**
QM-056	All recommendations submitted to the Contractor staff by the CO Mortality Review Coordinator, will be completed in the appropriate time frame specified in the communication.
QM-057	Clinical quality studies will be performed at least every 18 months

3.4.4.4 Quality Management Performance Measures

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-024	All Mortality Reviews (conducted upon an inmate's death), where it is determined that inaction from the Contractor resulted in the inmate's death	No inmate deaths are caused by inaction from the Contractor such as delayed consultations, failure by the Clinician to follow-up, or purposeful delay of expensive treatments	Per occurrence	$100,000 per occurrence

3.4.4.5 Quality Management Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-QM-01 Regional Quarterly Reviews	20th calendar day of the month following the end of the quarter	Utilizing the DC4-512C or an approved form, the team will prepare a quarterly summary that reflects the findings and initiatives made for improvements. This summary shall be submitted to the Central Office QM Coordinator by the 20th day after the end of the quarter along with a copy of the meeting minutes.

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-QM-02 Institutional Bi-Annual Clinical Review Reports	July 15th (for June's review) and January 15th (for December's review)	Each discipline will utilize DC4-512A or approved form to perform a bi-annual (June and December) review of their area within health services. When reviewing clinical areas, each discipline will randomly select 10 to 15 records per clinic that are eligible to meet an indicator utilizing the OBIS run reports. If there are categories/clinics that are not held at a particular institution, they would be marked as "not applicable." The Institutional Coordinator will submit to the Regional QM Coordinator the bi-annual health services reports with all personal health identifiers removed from the report (DC4-512B or approved form) and any corrective action plans by the 15th of July and January.
DEL-QM-03 Bi-Annual Health Services Summary Report	August 5th and February 5th	The Regional Coordinator will submit a bi-annual summary of the DEL-QM-01 and DEL-QM-02 reports with all personal health identifiers removed from the report to the Central Office QM Coordinator.
DEL-QM-04 Quality Management Review Report	18 months from last QM review	Every 18 months, a review will be conducted at each institution by the Regional or CHCC QM Review Team. They shall use the quality management instrument (DC4-512A or approved form). The reviews should be scheduled around CMA and ACA audits, which should prevent an institution from going no longer than twenty-four (24) months without an onsite review.
DEL-QM-05 Schedule of QM Reviews	Annually on August 20th	A schedule of QM reviews for the fiscal year (July 1-June 30).
DEL-QM-06 Response to CMA Report	Within 20 calendar days of CMA final report date.	The CMA conducted survey requires response to findings in accordance with OHS directives. All findings require a CAP (DC4-512C), which shall be submitted by the CHCC to the Director of Health Services Administration within twenty (20) days of the final report date.
DEL-QM-07 Clinical Risk Management Occurrence Trending Report	10th business day of every month	Form DC4-690B is to be completed only when the inmate occurrence/injury occurs while the inmate is under the care or control of health services personnel. **The inmate must physically be in a health services area at the time of the occurrence for this report to be completed**. This includes, but is not limited to, treatment room, infirmary, TCU, CSU, etc. All occurrences, at a minimum, will require a nursing evaluation (Level 1 Intervention). All suicide attempts, at a minimum, will require notification of a medical Clinician (Level 3 Intervention).

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-QM-08 Sentinel Event Reporting	Within 3 business days of occurrence	Reportable Sentinel Events-will require the completion of a DC4-690A *Occurrence Report.* Only Sentinel Events that occur under the direct supervision of health services or health service personnel in accordance with HSB 15.09.08 *Risk Management Program*

3.4.5 Pharmaceutical Services Service Area

3.4.5.1 Description

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

3.4.5.2 How Service is Provided Today

Currently the Department maintains responsibility for dispensing pharmaceuticals and providing stock pharmaceuticals to the CHCC facilities. The Department is responsible for the cost of formulary and stock medications. The CHCC is responsible for the institutional pharmacy permits and meeting the statutory requirements required to maintain these permits at each facility. The permits are in the names of the CHCC vendor. The CHCC is responsible for the Department's cost of non-formulary medications. Shipping cost of prescriptions dispensed by the Department's pharmacies, including return of applicable patient specific prescriptions, are the responsibility of the Department.

3.4.5.3 Pharmaceutical Services Minimum Requirements

Pharmaceutical Services Requirements (PS)	
No.	**Requirement**
PS-001	The Registered Nurse shall transcribe all single-dose medication orders from DC4-714B, Physician's Order Sheet or DC4-714C, DEA Controlled Substances Physician's Order Sheet, to form DC4-701A, Medication and Treatment Record.
PS-002	All single-dose medication transcriptions to the Medication Administration Record (MAR) are to include the specific time(s) a medication is to be administered if such administration times have been indicated by the Clinician or they will default to the time as noted in section (2)(b) above. This time will be documented using military time. (Example: Bactrim DS one [1] tablet p.o. b.i.d. MAR times: 0600 and 1800.) STAT, "now", and all antibiotic medication orders shall be administered on the day the order is received.

Pharmaceutical Services Requirements (PS)	
No.	**Requirement**
PS-003	The licensed nurse shall administer medications within thirty to sixty (30-60) minutes of the Medication ordered administration time. Medication administered greater than sixty (60) minutes past the ordered administration time shall be noted by the licensed nurse on the front page of the Medication Administration Record and include an explanation for the lateness on the back page of the MAR.
PS-004	Immediately following medication administration the Registered Nurse shall ensure the inmate has swallowed oral medication by checking the oral cavity.
PS-005	All legend medications administered by the Registered Nurse shall be ordered by a Clinician, written on the DC4-714B, Physician's Order Sheet, or DC4-714C, DEA Controlled Substances Physician's Order Sheet, and documented on DC4-712D, Legend Drug Account Record when administered.
PS-006	The Registered Nurse shall document when medication is administered on the DC4-701A, Medication and Treatment Record.
PS-007	Medications may be pre-poured and administered by the same licensed nurse.
PS-008	Medications may not be pre-poured for other shifts, days, or personnel.
PS-009	Medications shall be documented on the DC4-701A, Medication and Treatment Record, at the time they are poured.
PS-010	Each dose of medication not administered shall be circled following medication pass and include an explanation written on the back of the DC4-701A, Medication and Treatment Record.
PS-011	**Keep On Person (KOP) Medication Pick Up Requirement**: Registered Nurse or Trained Certified Nursing Assistant shall: 1. A call-out (list of inmate names) shall be written or typed up daily from the information on the pharmacy delivery sheets by the nurse in the medication room. 2. The call-out shall be distributed to the security with enough copies for each dorm that the inmates on the list are assigned. 3. Nurse responsible for KOP shall have inmate sign the sticker(s) that are attached to the refill slip(s) for their medications. 4. The signed stickers should be placed on the actual delivery sheet where the medication is listed by responsible nursing staff. 5. If the inmate does not show up for the Keep on Person medication, the no-show procedure shall be followed as outlined in Medication No Shows. The delivery sheets with the signed stickers shall be filed and saved by nursing staff assigned to medication room.
PS-012	**IV Therapy:** IV therapy shall be initiated, maintained and discontinued under the authority of a licensed Clinician. IV therapy shall be provided by a Licensed Registered Nurse or under the direction of a Licensed Registered Nurse. IV therapy may be provided by a Practical Nurse, licensed in the state of Florida (LPN) under the guidelines set forth in Chapter 64B9-12, Administration of Intravenous Therapy by Licensed Practical Nurses, and who has completed an approved IV training course and demonstrates competency.
PS-013	**Infirmary Medication Administration:** KOP Medication shall be stored in the infirmary for infirmary patients.

Pharmaceutical Services Requirements (PS)	
No.	**Requirement**
	If patient has their own supply of KOP in the original package the Registered Nurse shall observe the patient self –administer their medication while in the infirmary unless physician orders direct observed therapy (DOT). The Registered Nurse shall return any unused KOP only if it has a valid order to patient upon their discharge from the infirmary.
PS-014	**Special Housing Medication Administration:** Inmate medications are to be reviewed by health care staff during the Pre-Special Housing Health Evaluation to verify that there is a current (valid) order on DC4-714B, Physician's Order Sheet, for the medication. Single-dose medications shall be delivered and administered by the Registered Nurse to Special Housing. Keep-on-person medications will be returned to the inmate for self-administration unless determined otherwise by health care staff. Inmates in special housing will be allowed to have keep-on-person medication in their cells and self-administer as prescribed. Special circumstances will be addressed individually. Single-dose medications will be taken to the special housing unit(s) and administered by licensed nursing staff. A "no-show" shall not occur in special housing. Single-dose medications will be taken to the special housing unit(s) and administered by licensed nursing staff. A "no-show" shall not occur in special housing.
PS-015	**Medication Refusal:** The licensed nurse shall immediately notify the Clinician for Medication refusal that may put the inmate's health at risk. The prescribing Clinician shall do the following: 1. Continue or discontinue the prescribed medication using the Physician's Order Sheet, DC4-714B, and the DEA – Controlled Substances Physician's Order Sheet, DC4-714C; 2. Make an entry in the Chronological Record of Health care, DC4-701, reflecting the decision to continue or discontinue the medication(s), and rationale for the decision; 3. Request that nursing staff educate the inmate on the necessity of continuing medication, at the time of refusal, and document the request on the DC4-701A; and 4. Complete a Refusal of Health Care Services, DC4-711A. The medication will not be offered by nursing personnel based on the completion of the DC4-711A. The completed DC4-711A, along with the chart, will be forwarded to the Clinician for review and further clinical disposition. If an inmate states they no longer want to take the medication and will refuse all future doses:

Pharmaceutical Services Requirements (PS)	
No.	**Requirement**
	1. A DC4-711A will be completed including appropriate medication counseling; 2. The inmate will no longer be required to report to the medication window, with the exception of inmates being treated for Latent Tuberculosis Infection; and 3. A Physician referral will be made requiring the same documentation as stated above. Documentation of medication refusals will be made in the comments section on the back of the Medication and Treatment Record, DC4-701A. After three (3) consecutive medication refusals or five (5) medication refusals in a month, the licensed nurse shall have the patient sign a DC4-711A. The completed DC4-711A along with the chart will be forwarded to the Clinician for review and further clinical disposition. The Clinician's review shall be documented on the DC4-701 in chronological order.
PS-016	**Medication No-shows** at the medication window will result in the following actions: 1. At the end of scheduled single-dose medication administration, a list of inmates who have failed to appear shall be documented on the No Show Call Out Log, DC4-701L, by the medication nurse(s) and delivered to the security officer assigned to medical or Shift Supervisor. 2. An inmate's no-show and action taken (including the name of the security officer notified of the no-show) will be documented on form DC4-701A, by nursing staff. 3. The Shift Supervisor will ensure the inmates listed on the DC4-701L are located and ordered to report immediately to the clinic. 4. No-shows at the medication window will be considered a tacit refusal of single-dose medication, with the exception of HIV, insulin, and INH medication. The DC4-701A will reflect a refused dose of medicine and a comment reflecting the no-show will be made in the comments section. 5. Counseling/education related to the problem(s) resulting from non-adherence with the medication will be provided to the inmate by the licensed nurse and documented on the DC4-701A.
PS-017	**Forced Medication Administration/Emergency Treatment Order:** Requires Clinician (psychiatrist or prescribing Clinician) written order and shall not exceed forty-eight hours, excluding weekends and legal holidays. Clinician's order shall also include placement in a certified isolation management room and self-harm observation status Staff will ensure that use-of-force incidents required to administer medication are documented in accordance with Rule 33-602.210, F.A.C

Pharmaceutical Services Requirements (PS)	
No.	**Requirement**
PS-018	The licensed nurse who administers medication shall prevent medication errors by applying the following rights: 1. Right patient a. Check the name on the order and the inmate b. Use two identifiers (inmate ID and ask inmate name 2. Right medication a. Check the medication label b. Check the order 3. Right Dose a. Check the order b. Confirm appropriateness of the dose using a current drug reference c. If necessary, calculate the dose and have another nurse calculate the dose as well 4. Right route a. Again, check the order and appropriateness of the route ordered b. Confirm that the inmate can take or receive the medication by the ordered route 5. Right time a. Check the frequency of the ordered medication b. Double-check that you are giving the ordered dose at the correct time c. Confirm when the last does was given 6. Right documentation- as noted above
PS-019	**Medication Errors:** If the nurse discovers a medication error they shall immediately: 1. Evaluate inmate immediately following a medication error and provide monitoring and implement treatment as ordered by Clinician a. Document actions on the DC4-701, Chronological Record of Health Care 2. Report the error to the Clinician and pharmacy if it is a pharmacy error 3. Report the error to their supervisor 4. Complete form DC4-690A, Occurrence Report
PS-020	**Transferring Inmate Medication:** The Registered Nurse shall administer morning medication to transferring inmates on Direct Observed Therapy prior to their departure. The Registered Nurse shall pull the original Medication Administration Treatment Record and the inmate's prescription(s) and place them in a plastic bag and attached to the medical record prior to the inmate's departure. Amount of medication to be transferred is as follows: 1. Seven (7)-day supply for scheduled transfers to another institution/U.S. Immigration and Customs Enforcement/Court/County Jail; a. If a seven (7)-day supply of medication(s) is not available, the sending institution will forward the amount of medication the inmate has on hand. 2. 30-day supply for scheduled transfers to a satellite facility 3. All keep on person medications will be sent with the inmate and will remain with the inmate

Pharmaceutical Services Requirements (PS)	
No.	**Requirement**
	The Registered Nurse shall notify the pharmacy if insufficient quantities are on hand. The Registered Nurse shall send new or refill prescriptions for inmates who have transferred to their new location within twenty four hours of receiving medication. The Registered Nurse shall call the receiving facility notifying them that the inmate's medications have been forwarded.
PS-021	**Emergency Medication and Jump Bag:** The Registered Nurse shall check Jump Bag contents and Emergency Medications listed on DC4-681 on night shift document inventory check on form DC4-680, Jump Bag and Emergency Equipment Inventory. Licensed Nurse shall replace if medication if expired or used and document on form DC4-681, Emergency Medications.
PS-022	**Narcotic Key Exchange:** The Registered Nurse shall complete and sign the DC4-802, Narcotic Key Exchange Log at the beginning of the shift and at the transfer to the next shift Registered Nurse.
PS-023	**Controlled Substances:** Controlled substances are kept in a securely locked drawer in the medication cart. At RMC Hospital the cart is kept in the Nurse's Station until time for medication to be administered. The medication storage compartment is to remain locked at all times, except when pulling a patient's medication or receiving controlled substances from the pharmacy stock Count of each controlled substance in the cart is completed by the off going shift medication nurse and the oncoming shift medication nurse each eight hour shift. All controlled substances – every single dose – is signed out on the DC4-781E, Narcotic Accounting Log, when removed from the cart.
PS-024	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.
PS-025	The Contractor will be responsible for covering dental and mental health pharmaceutical services.
PS-026	The Contractor shall update all internal 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.
PS-027	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.

Pharmaceutical Services Requirements (PS)	
No.	**Requirement**
PS-028	The Contractor shall maintain appropriate documentation, including but not limited to, inventory records and controlled drug perpetual inventory. All documentation shall be made available for review by the Department's Pharmaceutical Services Director or designee.
PS-029	The Contractor shall provide to the Contract Manager and the Pharmaceutical Services Director the Consultant Pharmacist of Record for each permit list with applicable phone numbers. The Consultant pharmacist of Record and phone number 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 Consultant Pharmacist of Record shall be sent to the Pharmaceutical Services Director and the Department facilities within twenty-four (24) hours of the change.
PS-030	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.
PS-031	The Contractor shall ensure that emergency prescriptions are dispensed and delivered immediately.
PS-032	The Contractor is responsible for prescribing all medical prescriptions in accordance with 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. All medications are to be 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*, the package insert, or pursuant to an approved DER (Form DC4-648).
PS-033	The Contractor is responsible for ordering and maintaining dorm and stock medications stocked in the Medical unit. The Medical Services CHCC shall manage and ensure stock medications are in compliance with all applicable state and federal regulations regarding prescribing, dispensing, distributing, and administering pharmaceuticals. The Contractor shall verify all stock invoices and fax back to the assigned Department Pharmacy upon receipt. Dental CHCC and Mental Health CHCC inpatient staff shall be notified that their stock order has arrived and they should pick up in Medical. The Contractor is responsible for distributing Dorm Medications.
PS-034	The Contractor is responsible for maintaining an adequate supply of stock medications at each institution's drug room from the approved list of stock medications approved by the Statewide Pharmacy and Therapeutics Committee. Each legend medication shall have accurate perpetual inventory.

Pharmaceutical Services Requirements (PS)	
No.	**Requirement**
PS-035	The Contractor is responsible for faxing new prescriptions, submitting all prescription refill requests via the pharmacy software or faxing, and faxing stock orders to the assigned Department Pharmacy excluding mental health units, mental health and dental new prescriptions. Prescriptions should be faxed throughout the day.
PS-036	The Contractor is responsible for verifying prescription deliveries from the Department's pharmacies and DOH Pharmacy by faxing back verified delivery sheets to the pharmacy. The Contractor is responsible for distributing all KOP prescriptions. Mental health inpatient prescriptions shall be separated for pick up by the Mental Health CHCC.
PS-037	The Contractor will be responsible for returning expired and or damaged stock medications to the Department's contracted Reverse Distributor or to the Medical CHCC hazardous pharmaceutical waste Contractor per HSB 15.14.04 App C.
PS-038	The Contractor is responsible for the cost of all local pharmacy prescriptions, purchases, deliveries and / or pickup and payment prescribed by their Clinicians.
PS-039	It is the Contactor's responsibility to discard all patient specific prescriptions that need to be discarded and cannot be returned to the pharmacy per HSB 15.14.01
PS-040	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 copy shall be sent to the Department's Pharmaceutical Services Director in an electronic format by the 10th of the next month. Deficiencies in previous Consultant Pharmacist Monthly Inspection, DC4-771A and MAR Review DC4-771C, shall be corrected before the next Consultant Pharmacist review.
PS-041	The Contractor shall provide a certified Consultant Pharmacist to serve as chairperson of the Correctional Institution Pharmacy and Therapeutics Committee / Pharmacy Services Committee and to consult on site and by telephone with the medical staff as requested. This workgroup shall meet as required by Florida Statues.
PS-042	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.
PS-043	The Contractor shall perform in-service training for staff on pharmacy-related material according to a schedule mutually agreed upon and approved by the Pharmaceutical Services Director but presented no less than once a year.

Pharmaceutical Services Requirements (PS)	
No.	**Requirement**
	Such training shall be conducted by a licensed Consultant 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.
PS-044	All Drug Exception Requests, DC4-648, 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, etc. shall be approved by the approving authority or designee.
PS-045	A licensed Florida Consultant Pharmacist will be responsible for Institutional pharmacy permits and the services rendered by them.
PS-046	The Contractor shall provide in the Contractor's name, at each institution, and facilities with stock legend medications, a Florida Department of Health, Board of Pharmacy Institutional Class II Permit or Modified II-B Institutional Permit and a 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.
PS-047	The Contractor will be responsible for the cost of non-formulary medication prescriptions dispensed by the Department's pharmacies. The formulary will not change unless the change is beneficial to the Department. Prospective vendors are strongly encouraged to review the current formulary, included in the reference information (see Section 2.8 of this ITN) to understand their potential costs. There will be no transition period for non-formulary medication prescriptions.
PS-048	All pharmacy permitted institutions must have Post Exposure Prophylaxis medications available onsite.
PS-049	If the Vendor has a need to prescribe non-formulary pharmaceuticals, then a Drug Exception Request (DER) shall be approved by the Vendor's Medical Director and submitted to the Department's Pharmacy. The Pharmacy will then dispense the prescription.

3.4.5.4 Pharmaceutical Services Performance Measures

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-025	Maintain compliance with mandatory pharmacy standards to retain State of Florida MQA Board of Pharmacy, Pharmacy Permit and United Stated DEA Controlled Substance Permit	Retaining Permit	Monthly	$100,000 per occurrence of losing permit and $1,000 per day until permit is reinstated.

3.4.5.5 Pharmaceutical Services Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-PS-1 Consultant Pharmacist of Record	Within 30 days of Contract execution	List of each institution's Consultant Pharmacist of Record and their phone number
DEL-PS-2 Policy and Procedure Manual for Pharmaceutical Operations	Within 30 days of Contract execution	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 Pharmaceutical Services Director.
DEL-PS-3 Monthly Consultant Pharmacist Inspection Report	10th business day of each month (for the previous month)	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.

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-PS-4 Annual Manual Review Log	Annually on January 15th	Verification of annual review of the Department's Policy and Procedure Manual for Pharmaceutical Operations by each employee
DEL-PS-5 Pharmacy Permits	Day of Transition	Contractor must provide a copy of their State of Florida MQA Board of Pharmacy Pharmacy Permit and United Stated DEA Controlled Substance Permit.

3.4.6 Electronic Health Records (EHR)

3.4.6.1 Description

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

The Contractor must submit a plan for transitioning from a paper-based health record system to an electronic health record. The plan must address such issues as hardware, software, participation of other vendor staff in record entry, implementation and migration from current paper-based system, integration with other related systems, technical support, and the transfer of data and/or system ownership at the termination of the contractual period. The Proposed EHR must be HIPAA and HITECH compliant.

The Contractor's EHR should:

- Integrate and exchange encounter data in XML format including documentation version control and electronic signature encryption.
- Be able to securely exchange data (consistent with applicable state and federal law) with other systems as approved by OIT and/or required by OHS.
- Provide Hosted or cloud based solution with no server hardware onsite. The Contractor is to provide complete disaster recovery services including fail over capability to achieve 7x24x365 system availability.
- Combine patient records including scanned documents and dynamic (keyed) data entry document types.
- Provide the feature of electronic signature workflows on all document types.
- Provide an option to electronically verify medications on demand with outside providers via RXHUB or similar data sources.
- Ensure that all data, licensing, and/or hardware remain the property of the Department at the conclusion of the Contract.
- Be certified by the Office of the National Coordinator for Health Information Technology (ONC).

- Meet all applicable State and Federal security requirements including HIPPA, the FBI CJIS Security Policy, and Chapter 71A-1, F.A.C, *Florida Information Technology Resource Security Policies And Standards.*

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

Implementation of an EHR would allow the Department to modernize and ease the transfer of inmates between institutions and increase the availability of data and ensure higher quality records that aren't as dependent on manual entry. The Department is interested in reviewing either an on-premise or cloud-based implementation, which would be maintained by the Contractor throughout the life of the Contract and shared with Department staff and FDC's other health care contractors (Mental Health, Dental, and Reception and Medical Center).

3.4.6.2 How Service is Provided Today

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

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
- 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 SOAPIE 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. The Department is seeking to understand the best way to incorporate prior health care records into each electronic 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 ITN 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 standards, 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.

<u>Health Record Retention Periods</u>

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.

3.4.6.3 Electronic Health Records Minimum Requirements

Electronic Health Records Requirements (EHR)	
No.	**Requirement**
EHR-001	Contractor must conduct a needs analysis and gather requirements (e.g. functional, technical, process-related, or otherwise) to determine the customization or configuration effort required to meet FDC business process needs and compliance with all authoritative bodies. Additionally, the Contractor should conduct a workflow analysis of the current paper records process. This study should consider how the EHR will impact tasks from the perspectives of different end users from all health services disciplines. The workflow analysis will result in comprehensive requirements documentation. Vendor will customize the EHR system as necessary including workflow processes to meet FDC business requirements, state and federal law, state board requirements (e.g. State Pharmacy Board, Medical Board), state and federal security requirements and any other requirements from applicable authoritative bodies.
EHR-002	Identify and maintain a single patient record for each inmate.
EHR-003	Capture and maintain demographic information. Where appropriate, the data should be clinically relevant, reportable and trackable over time.
EHR-004	Create and maintain patient-specific problem lists.
EHR-005	Create and maintain patient-specific medication lists.
EHR-006	Capture, review, and manage medical procedural/surgical, social and family history including the capture of pertinent positive and negative histories, patient-reported or externally available patient clinical history.

Electronic Health Records Requirements (EHR)	
No.	**Requirement**
EHR-007	Create, addend, correct, authenticate and close, as needed, transcribed or directly-entered clinical documentation and notes.
EHR-008	Incorporate clinical documentation from external sources, via scanned documents in Word or PDF.
EHR-009	Present organizational guidelines for patient care as appropriate to support order entry and clinical documentation.
EHR-010	Provide administrative tools for organizations to build care plans, guidelines and protocols for use during patient care planning and care.
EHR-011	Generate and record patient-specific instructions related to pre- and post-procedural and post-discharge requirements.
EHR-012	Capture and track orders based on input from specific care providers.
EHR-013	Submit diagnostic test orders based on input from specific care providers.
EHR-014	Provide order sets based on provider input or system prompt.
EHR-015	Route, manage and present current and historical test results to appropriate clinical personnel for review, with the ability to filter and compare results.
EHR-016	Create, maintain, and verify patient treatment decisions in the form of consents and authorizations when required.
EHR-017	Offer prompts to remind users when appointments or medications are reaching past due status, and to support the adherence to care plans, guidelines, and protocols at the point of information capture.
EHR-018	Support the use of appropriate standard care plans, guidelines and/or protocols for the management of specific conditions.
EHR-019	Identify drug interaction warnings at the point of medication ordering.
EHR-020	Identify and present appropriate dose recommendations based on patient-specific conditions and characteristics at the time of medication ordering.
EHR-021	Alert providers in real-time to ensure specimen collection is supported.
EHR-022	At the point of clinical decision making, identify patient specific suggestions/reminders, screening tests/exams, and other preventive services in support of routine preventive and wellness patient care standards.
EHR-023	Between health care encounters, notify designated staff of preventive services, tests, or behavioral actions that are due or overdue.
EHR-024	In the event of a health risk alert and subsequent notification related to a specific patient, monitor if expected actions have been taken, and execute follow-up notification if they have not.
EHR-025	Assignment, delegation and/or transmission of tasks to the appropriate parties.
EHR-026	Linkage of tasks to patients and/or a relevant part of the electronic health record.
EHR-027	Track tasks to guarantee that each task is carried out and completed appropriately.
EHR-028	Track and/or report on timeliness of task completion.
EHR-029	Support secure electronic communication (inbound and outbound) between providers to trigger or respond to pertinent actions in the care process (including referral), document non-electronic communication (such as phone

Electronic Health Records Requirements (EHR)	
No.	**Requirement**
	calls, correspondence or other encounters) and generate paper message artifacts where appropriate.
EHR-030	Provide features to enable secure bidirectional communication of information electronically between practitioners and pharmacies or between practitioner and intended recipient of pharmacy orders. The Department would like to explore an interface with the CIPS Pharmacy system.
EHR-031	Authenticate EHR users and/or entities before allowing access to an EHR.
EHR-032	Manage the sets of access-control permissions granted to entities that use an EHR (EHR Users). Enable EHR security administrators to grant authorizations to users, for roles, and within contexts. A combination of the authorization levels may be applied to control access to EHR functions or data within an EHR, including at the application or the operating system level. Vendor will work with FDC to develop user/group roles and profiles to allow appropriate FDC and outside Contractor access.
EHR-033	Secure all modes of EHR data exchange.
EHR-034	Enforce the Department's patient privacy rules as they apply to various parts of an EHR through the implementation of security mechanisms.
EHR-035	Retain, ensure availability, and destroy health record information according to organizational standards. This includes: Retaining all EHR data and clinical documents for the time period designated by the Department's requirements; Retaining inbound documents as originally received (unaltered); Ensuring availability of information for the legally prescribed period of time; and Providing the ability to destroy EHR data/records in a systematic way according to policy and after the legally prescribed retention period.
EHR-036	Support workflow management functions including both the management and set up of work queues, personnel, and system interfaces as well as the implementation functions that use workflow-related business rules to direct the flow of work assignments.
EHR-037	The system must manage data extraction in accordance with analysis and reporting requirements. The extracted data may require use of more than one application and it may be pre-processed (for example, by being de-identified) before transmission. Data extractions maybe used to exchange data and provide reports for primary and ancillary purposes. Patient data must be provided in a manner that meets HIPAA and HITECH requirements for de-identification.
EHR-038	Support interactions with other systems, applications, and modules to provide the necessary data to a scheduling system for optimal efficiency in the scheduling of patient care, for either the patient or a resource/device. The Contractor will define, develop and test interfaces necessary to exchange data between the EHR and FDC systems, including OBIS, Mental Health Inpatient Transfer (MHIT), Health Services Reporting (functionality may be replaced by the EHR system), Lab Support system, lab providers, x-ray providers (including digital dental radiographs), pharmacy providers, any external healthcare providers, external scheduling programs and for any

Electronic Health Records Requirements (EHR)	
No.	**Requirement**
	medical devices. In addition, the Contractor will develop processes for monitoring and maintaining these interfaces. The system should include an interface coordinated with KALOS, Inc. for access to CIPS9. The EHR system must be able to interface with any standardized utilization criteria including, but not limited to, Milliman or Interqual. The Contractor will be responsible for proactively monitoring all batch processes, interface connectivity, and file transfer statuses. Issues that arise must be communicated to FDC according to a Support and Communication Plan, which will be developed after Contract award.
EHR-039	Provide report generation features for the generation of standard and ad hoc reports that can be run against the majority, if not all data fields. EHR system must have the ability to build queries off any discrete data in the EHR database. EHR system will have a reporting module which allows for the development of custom reports for all service areas. Reports must include the capability for productivity analysis (e.g. average visit time for all encounters by facility, by provider, etc.), provide a monthly workload report with the required FDC data elements, and produce all medical reports that are currently produced from OBIS.
EHR-040	Allow users to define the records and/or reports that are considered the formal health record for disclosure purposes, and provide a mechanism for both chronological and specified record element output.
EHR-041	Present specialized views based on the encounter-specific values, clinical protocols and business rules.
EHR-042	Make available all pertinent patient information needed to support coding of diagnoses, procedures and outcomes.
EHR-043	Identify relationships among providers treating a single patient, and provide the ability to manage patient lists assigned to a particular provider.
EHR-044	**Implementation Project Management:** The Vendor will fully support EHR implementation including project management, workflow analysis, application development, initial set-up and migration of current, active inmate records. The Department will work with the awarded Vendor to develop an implementation schedule; however, the Department anticipates full implementation within 24 months of Contract execution. Vendor will provide a Project Manager for the EHR implementation, preferably on-site at the FDC Central Office. Some travel may be required and the cost will be borne by the Vendor. Vendor will provide an EHR vendor liaison with healthcare subject matter expertise to work on-site at FDC in Tallahassee with some travel expected to various institutions to assist in the requirements gathering, development of workflows, and development of documentation and training that meet the agency's business process needs.

Electronic Health Records Requirements (EHR)	
No.	**Requirement**
EHR-045	Provide ongoing system maintenance throughout the life of the Contract including patching, hardware/software updates (and certification, if needed), customer service assistance and support. The Contractor will develop and update, as required, a Support and Communication Plan. This plan should include, but not be limited to, System Overview, Support Procedures for System Issues & Maintenance, Communication Matrix & Escalation Procedures, Support Roles Matrix, Equipment Repair and Warranties (if any), Data Administration, Interface Administration, Configuration and Change Management, Business Continuity, Disaster Recovery Procedures, and any appendix documentation. The Contractor and FDC will agree to the contents of the Support and Communication Plan prior to go-live of the EHR system. The Contractor must make support available for the EHR system from at least 7:00 a.m. to 6:00 p.m. and must ensure that there is adequate staffing for the volume of calls. Support must be available during the business hours identified above (excluding State holidays), Monday through Friday, throughout the Support Period. Contractor must also maintain a software support contract with the EHR software vendor for a minimum of the same hours as indicated above. The Contractor must classify and respond to Support calls by the underlying problem's impact on the Department's ability to do business (e.g. critical, urgent or routine). The Contractor must make all software updates and service packs, as well as new releases and new versions, available to the Department at no additional charge. If computer or telecommunications hardware or other mechanical or electrical equipment is included as part of the Vendor's Reply, then during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the equipment in or restore the equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the equipment in good working order. For purposes of the Contract, equipment restored to good working order means equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the equipment.
EHR-046	Provide user accounts for all Contractor staff, as appropriate and other vendor staff including the Dental Services Contractor, Mental Health Services Contractor, and RMC Hospital Contractor. User accounts will also be provided for up to 50 Department staff. The awarded Vendor of the North area would charge each of the other Contractors the cost of each user license required. However, the 50 user licenses provided to the Department should be included in the cost of the EHR system.

Electronic Health Records Requirements (EHR)	
No.	**Requirement**
EHR-047	User training will be provided as part of the implementation process and annually thereafter, using a train-the-trainer approach for each health services discipline and Contractor. Manuals and user guides will be made available to all system users. To support this requirement, the Contractor will develop a training plan and provide training that ensures that all facilities staff including medical, dental, mental health, substance abuse, and administrative staff are adequately trained to utilize the system for input of data and production of reports. The proposed training plan should also address training for new staff after the initial implementation, including other Contractors and Department staff.
EHR-048	Ensure that data is protected per industry standards and ensure that data is easily recoverable in the event of a technical issue. Vendor should include the security and storage/backup solutions for their proposed EHR system.
EHR-049	The system should be accessible from desktop workstations, laptops, and tablet devices (including Android and Apple operating systems).
EHR-050	Vendor will develop unit test plans and user acceptance test plans, and execute both to ensure proper system operation, business process functionality and operation of interfaces.
EHR-051	Reply should contain a plan for initial set-up of current inmate records and a recommendation for including historical medical record information for active inmate patients. **A large portion of current files are paper-based.** The FDC has a list of applications containing data that are part of the patient record that includes, but may not be limited to: • FDC Offender Based Information System (OBIS) • Mental Health Inpatient Transfer (MHIT) • Health Services Reporting • Laboratory Data • Monthly Workload Report
EHR-052	**Plan to Address Paper-Based Documents:** The FDC will continue to receive paper-based reports (i.e. local ER, personal physician notes from outside system, etc.). The system must allow for incorporation of all paper documents.
EHR-053	The system must retain, archive, ensure availability, and destroy health record information according to the data retention policies for the State of Florida provided within the General Records Schedule FS1-SL or FDC policies. This includes: Retaining all Electronic Health Record data and clinical documents for the time period designated by policy or legal requirement; retaining inbound documents as originally received (unaltered); Ensuring availability of information for the legally prescribed period of time; and providing the ability to destroy Electronic Health Record data/records in a systematic way according to policy and after the legally prescribed retention period.
EHR-054	The system must provide audit trail capabilities for resource access and usage indicating the author, the modification (where pertinent), and the date and time at which a record was created, modified, viewed, extracted, or removed. Audit trails extend to information exchange and to audit consent status management and to entity authentication attempts. Audit functionality

Electronic Health Records Requirements (EHR)	
No.	**Requirement**
	includes the ability to generate audit reports and to interactively view change history for individual health records or for an Electronic Health Record system. The system must provide ability for an administrator to audit employee access to system/records.
EHR-055	Vendor will proactively work with Contractor staff, institutional administration, the Office of Health Services and the Office of Information Technology staff to ensure that computer equipment and peripheral accessories necessary to support the EHR are appropriately placed, installed, configured, and maintained. The Contractor will provide a timely response and support for the EHR initiative during, prior to, and after EHR implementation at assigned facilities.
EHR-056	The Contractor may not connect to the Department's internal computer network without prior written consent from the Department. As a condition of connecting to the State's computer network, the Contractor must secure its own connected systems in a manner consistent with Department's current security policies, provided to the Contractor upon request. The Department may audit the Contractor's security measures in effect on any such connected systems without notice. The Department may also terminate the Contractor's network connections immediately should the Department determine that the Contractor's security measures are not consistent with the Department's polices or are otherwise inadequate given the nature of the connection or the data or systems to which the Contractor may have access.
EHR-057	Vendor shall adhere to and maintain compliance with all applicable requirements in Rule 74-1, F.A.C, Project Management and Oversight Standards.

3.4.6.4 Electronic Health Record Performance Measures

Performance Measures (PM)				
No.	**Description**	**Expectation**	**Measurement Duration**	**Financial Consequence**
PM-024	The EHR System will be up and available for use 99.99% of the time (excluding approved maintenance windows).	99.99% availability	Monthly	$3,000 per percentage point, or fraction thereof

3.4.6.5 Electronic Health Record Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-EHR-1 Implementation Plan	90 calendar days after Contract execution	Should include staffing plan, project schedule, and technical approach.
DEL-EHR-2 EHR Training Manual	30 days calendar prior to system implementation	Training manual, including quick reference job aids on how to use and perform common functions in the EHR system.
DEL-EHR-3 Support and Communication Plan	30 calendar days prior to system implementation	This plan should include, but not be limited to, System Overview, Support Procedures for System Issues & Maintenance, Communication Matrix & Escalation Procedures, Support Roles Matrix, Equipment Repair and Warranties (if any), Data Administration, Interface Administration, Configuration and Change Management, Business Continuity, Disaster Recovery Procedures, and any appendix documentation.
DEL-EHR-4 System Test Plan	30 calendar days prior to system implementation	Plan that includes the testing methodology for the system implementation including several phrases of technical testing by the Contractor, testing with the Department's OIT/Health Services staff, and User Acceptance Testing. The plan will include system functionality for testing, the process for setting up production-like data, test scripts, expected outcomes, remedial testing for items that do not pass, interface testing, etc.
DEL-EHR-5 User Acceptance Test Plan	30 calendar days prior to system implementation	Plan including the process for conducting user acceptance testing, testing scripts and expected outcomes.

3.4.7 Other Requirements

3.4.7.1 Clinical Staff Qualifications

Physician:

- Must be licensed as a Physician, pursuant to Chapter 458, F.S. or Chapter 459, F.S.; must hold a clear, active, unrestricted license to practice medicine and surgery in the state of Florida.
- Possess and maintain current certification from the American Heart Association in Basic Life Support or higher.
- Must clear security background check.
- Demonstrate fluency in English with good verbal communication and documentation skills.
- Ability to establish and maintain effective working relationship with others.
- Ability to document all findings legibly, to make accurate diagnosis in medical professional terminology and to make sound and logical decision in treatment plan.
- Ability to interpret laboratory test results, EKG. Ability to read and interpret X-ray and other radio-imaging digital pictures.

- Ability to perform complete physical appraisal of patient, making diagnosis and manage the patient accordingly; follow up visit will be ordered as deemed appropriate.
- Ability to establish a strong doctor-patient report to promote mutual trust, which will result in better patient compliance with treatment plan.
- Willingness to collaborate with other health care members, colleagues, nursing staff and correctional staff to meet the needs of the patients.
- Be familiar with Department's Rule, Policies and Procedures, Health Services Bulletins and Florida Statute related to Public Health and Medical Practice.

Advanced Registered Nurse Practitioner (ARNP):

- Certification as an ARNP, pursuant to Chapter 464, F.S., and in accordance with Rule 64B-4.009 and 64B-010, F.A.C
- Possess and maintain current certification from the American Heart Association in Basic Life Support.
- Must pass security background checks.
- Ability to communicate effectively and to document legibly in patients' medical record.
- Ability to establish and maintain effective working relationship with others.
- Ability to perform complete physical appraisals of patients, to recognize and manage any abnormal findings as prescribed under medical protocol.
- Ability to order diagnostic tests and evaluate the results.
- Ability to perform uncomplicated surgical procedures
- Ability to prescribe and administer medications within protocol established mutually with the supervising Physician and in conformance with the specialized certification.
- Meet all substance prescribing regulations allowed in Chapter 499, F.S.

Physician Assistant (PA):

- Certification as a Physician's Assistant, pursuant to Chapter 458, F.S. and in accordance with Rule 64B-8-30.003, F.A.C, PA license and Rule 64B8-30.012, F.A.C , PA performance.
- Possess and maintain current certification from the AHA in Basic Life Support.
- Must pass security background checks.
- Ability to communicate effectively and to document all findings legibly.
- Ability to establish and maintain effective working relationship with others.
- Ability to perform physical exams, counseling, recognize and manage any abnormal findings or illness and recommend medical treatment following established protocol and/or referring to other Clinician as appropriate.
- Ability to order diagnostic tests and evaluate the results.
- Ability to perform uncomplicated surgical procedures.
- Ability to prescribe and administer medications within protocol established mutually with the Supervising Physician.

Chief Nursing Officer; Vice President Nursing; Statewide Contract Nursing Director:

- A Bachelor's of Science in nursing or health services administration or a related field. (Additional qualifying experience performing a full range of duties as a nursing supervisor in a health care organization/facility with 20 or more full-time subordinate nurses may be substituted for the required education on a year for year basis.)
- Five years of professional clinical nursing experience in a medical setting, two of the years in a correctional health care setting, and at least three years of which must have been in an administrative or supervisory capacity in a health care organization/facility with 20 or more full-time subordinate licensed nurses.

Regional Nursing Director:

- A Bachelor's of Science in nursing or health services administration or a related field. (Additional qualifying experience performing a full range of duties as a nursing supervisor in a health care organization/facility with 20 or more full-time subordinate nurses may be substituted for the required education on a year for year basis.)
- Four years of professional clinical nursing experience in a medical setting, one year correctional health care setting, and two years of which must have been in an administrative or supervisory capacity in a health care organization/facility with 20 or more full-time subordinate licensed nurses.

Institutional Director of Nursing:

- Bachelor's degree from an accredited college or university with a major in nursing can substitute for one year of the required experience. A master's degree from an accredited college or university in nursing can substitute for two years of the required experience.
- Three years of professional nursing experience with one year administrative or supervisory capacity in a health care organization/facility with 5 or more full-time subordinate licensed nurses may be substituted for the required education on a year for year basis.

Registered Nurse Supervisor:

- At least an Associate Degree Nursing
- Two years of professional nursing experience. A bachelor's degree from an accredited college or university with a major in nursing can substitute for one year of the required experience. A master's degree from an accredited college or university with a major in nursing can substitute for the required experience.

Registered Nurse Specialist (Oncology, Dialysis, etc.):

- A bachelor's degree from an accredited college or university with a major in nursing or a related field can substitute for one year of the required general professional nursing experience. A master's degree from an accredited college or university in nursing, nursing education, public health, or a related field can substitute for two years of the required general professional nursing experience.
- Three years of professional nursing experience with one year of experience in specialty field.

Registered Nurse:

- All Registered Nurse positions shall have and maintain a valid Florida Registered Professional Nurse License in accordance with Chapter 464, F.S. or eligible to practice nursing, in accordance with Rule 64B9-3.003, F.A.C.
- Must possess a minimum of an Associate's Degree in nursing.
- One year of professional nursing experience or a bachelor's degree from an accredited college or university with a major in nursing.

Licensed Practical Nurse (LPN):

- Vocational Nurse Certificate and IV Certification.
- One year of experience in providing practical nursing services including phlebotomy experience.
- Licensed Practical Nurse shall have and maintain valid Florida License as a practical nurse in accordance with Chapter 464, F.S. or eligible to practice nursing in accordance with Rule 64B9-3.003, F.A.C

Certified Nursing Assistant (CNA):

- Certified Nursing Assistant Training and High School Diploma or equivalent.
- One year of experience providing direct medical patient care services in public health, medical, hospital, clinic, infirmary, nursing or convalescent home or correctional or forensic facility or institution

- Certified Nursing Assistant shall have and maintain a valid Florida Certification as a Certified Nursing Assistant.
- Unlicensed Assistive Nursing Personnel use is restricted to Certified Nursing Assistant ONLY

All Nursing Positions:

- All nursing positions (RN, LPN, and CNA) shall have and maintain Basic Care Life Support Certification for Health Professionals.

3.4.7.2 Interaction with other Health Care Services Contractors

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

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

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

3.4.7.3 Health Care Records

Inmate health care records are the property of the Department. The Department’s Comprehensive Medical Services CHCC will be responsible for the maintenance and control of active inmate health care records, in accordance with HSB 15.12.03. The Comprehensive Mental Health Services Contractor and Comprehensive Dental Services Contractor (Dental CHCC) will be responsible for checking health care records in and out from the Comprehensive Medical Services CHCC in accordance with schedules established by the Comprehensive Medical Services CHCC and approved by the Department. The Comprehensive Medical Services CHCC shall have a process for ensuring the other contractors have access to health care records after hours, for emergent cases only. The mental health and Dental CHCCs shall record required clinical information in the health records in accordance with HSB 15.12.03, and control and secure the health records while they are in their possession.

3.4.7.4 Medical Services and Dental Services Contractors

a) Dental Responsibilities

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

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

b) Medical Services Responsibilities

1. The Medical Services CHCC will be responsible for treating all facial fractures including but not limited to: maxilla, mandible, condyle, zygomatic arch. Treatment of intra-oral alveolar fractures is the responsibility of the Dental CHCC.
2. The Medical Services CHCC will evaluate and respond to referrals/consults from the Dental CHCC for Medical Clearance prior to dental treatment within three (3) weeks, unless needed sooner.
3. The Medical Services CHCC is responsible for all costs associated with referrals/consultations/evaluations by the Dental CHCC to a medical specialist related to possible allergies to local anesthetics. The testing is to be completed within three weeks.
4. The Medical Services CHCC shall be responsible for all dental related emergent/urgent dental issues when a dentist is not present, such as after-hours, weekends, holidays or any other time the dentist is not present. The Dental CHCC must provide the Medical Services CHCC with an on-call list in the event contact with a dentist is needed.
5. The Medical Services CHCC shall be responsible for treating all cancers involving the head and neck area including intra-oral, alveolar, and lips. This includes osseous and/or extra-oral grafting/reconstruction due to surgical procedures. The Dental CHCC shall be responsible for all intra-oral soft tissue grafting and reconstruction of the dentition as needed following surgical procedures. The same responsibilities exist for all other health care issues relating to oral pathology/trauma.
6. The Medical Services CHCC shall be responsible for drawing the blood samples needed for laboratory testing as requested by the Dentists within one (1) week. The Dental CHCC shall be responsible for all laboratory costs.
7. The Medical Services CHCC is to refer all pre-radiotherapy oncology inmates to the Dental Clinic at least one (1) week prior to the initiation of radiotherapy. This is so dental can complete all invasive dental treatment needed before initiation of radiotherapy.

3.4.7.5 Medical Services and Mental Health Services Contractors

1. The Mental Health CHCC will be responsible for payment of all non-formulary medications prescribed by its providers.
2. The Mental Health CHCC will be responsible for drawing all blood samples needed for laboratory testing and EKGs for inmates housed in an inpatient mental health unit, while the Medical Contractor will be responsible for drawing all blood samples and EKGs for inmates housed in an infirmary or outpatient setting.
3. The Medical Contractor shall be responsible for all laboratory costs.
4. The Medical Contractor will be responsible for purchasing all suicide mattresses, blankets, garments, helmets, and psychiatric restraints.
5. The Mental Health CHCC will be responsible for delivering all required nursing care, including medication administration, to inmates housed on an inpatient mental health unit.
6. The Medical Contractor will be responsible for all required nursing care to inmates housed in an infirmary setting including inmates placed on SHOS or MHOS.
7. The Medical Contractor will be responsible for ensuring continuity of pharmacotherapy for inmates taking psychotropic medication immediately prior to transfer from the county jail as well as any newly arriving S-3 inmate at permanent institutions, until the inmate is interviewed by the psychiatrist which shall occur within 10 days of arrival.
8. The Mental Health CHCC will be responsible for providing the required nursing services that support the outpatient psychiatric provider at S-3 institutions. This RN Specialist is also a member of the MDST. All other outpatient nursing services, including medication administration (direct observed therapy and keep on person), will be provided by the Medical Contractor.
9. The Medical Contractor will be responsible for any and all costs associated with necessary medical care and treatment, including outside hospital care resulting from an inmate's self-injurious behavior, whether during regular work hours or after regular work hours, and whether in outpatient, infirmary or inpatient settings.
10. The Mental Health CHCC will be responsible for the mental health evaluation and treatment of all psychological emergencies on inpatient mental health units.
11. The Mental Health CHCC will be responsible for the mental health evaluation and treatment of all psychological emergencies in outpatient and infirmary settings during regular work hours. The Medical Contractor will assume responsibility for this service after regular work hours. For facilities with more than 350-400 S3 inmates and/or an Inpatient Unit Regular work hours are 8am-10pm, 7 days a week. For all other facilities Regular work hours are 8am-5pm, Monday-Friday.
12. The Medical Contractor will be responsible for handling all requests for copies of mental health records.
13. The Mental Health CHCC will be responsible for filing all mental health related documentation in the health care record.
14. The Mental Health CHCC will be responsible for all costs associated with psychological testing, including but not limited to required testing at the Reception Center. The Mental Health CHCC will be responsible for all costs associated with purchasing, administration, scoring and interpretation of additional psychological testing instruments as determined by the Director of Mental Health Services.

3.4.7.6 Corporate Access to the Departments Network

Any access to the Departments network from an outside non-law enforcement entity must be done via a Virtual Private Network (VPN) or via Virtual Local Area Network (VLAN).The Department will require a copy of the Contractor's security policies and a network diagram. After review by the Departments network staff, Information Security staff, the Chief Information Officer will make the final decision on granting access. Access methods may include a VLAN that exists inside the

Department's network, or, a site-to-site VPN, as determined by the Department. The Department may incur costs associated with the access methods to the Contractor in which case the Department may pass that cost on to the Contractor. The Department may establish network connectivity fees which, if assessed, will be reimbursed to the Department's Office of Information Technology to cover network costs associated with hardware, data circuits, support, licensing, and maintenance fees.

3.4.7.7 VPN Connections

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

When VPN access is requested the requestor must also present an accurate and complete description of the requestor's information network, including all permanent and temporary remote connections made from and to the requestor's network (required for CJIS compliance), for Department review. Any access or connection to the FDC Office of Information Technology's (OIT) Chief Information Officer (CIO) or designee, is strictly prohibited.

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

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

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

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

3.4.7.8 Contractor OIT Obligations

It is the Contractors' and their employees' 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.

The Contractor's responsibility for any required equipment includes, but is not limited to currency of configuration, maintenance, support, upgrade, replacement, and other requirements specified in this Contract.

The Contractor agrees that all network traffic will be filtered to exclude inappropriate content (e.g. pornographic content), personal identifiable information, any content the Department deems confidential, and be in compliance with all federal and state of Florida laws.

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

The Contractor will not grant local administrative privileges to its workforce members or subcontractors.

The Contractor shall conform to applicable information security processes defined and referenced in Department procedures, including, but not limited to, FDC Procedure 206.010, Information Technology Security relating to HIPAA.

Before connection, and while connected to a VPN formed with the Department, the Contractor'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

The Contractor will not introduce any workload on the Department's network, including video conference, telemedicine, Software-as-a-Service (SaaS) systems, video streaming, and training curriculum without the written approval of the Department. Contractor workforce members with network access privileges to the Department's network shall not use non-Department email accounts (i.e., Hotmail, Yahoo, Gmail, AOL, or similar), or other external information resources to

conduct personal or Department business, except under the conditions as specifically approved by the Department.

With regard to VPN connections used by the Contractor 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 Contractor is solely responsible for protecting (backing up) all data present on its computing and network equipment and compliance with all regulatory legislation. In addition, Contractor employees must adhere to all Department policies regarding data retention and destruction protocols. No data destruction shall occur unless written authorization by the Department is granted. Further, if local file storage is necessary at any institution then the Contractor will use a network share for file storage that has been provisioned to the Contractor.

3.4.7.9 Contractor's Computer and Network Environment

The Contractor will not be allowed to install, create, or use their own network, including Local Area Network (LAN), Wide Area Network (WAN), Wireless Local Area Network (WLAN), or cellular networks for any reason, unless approved in writing by the Department.

All computer workstations and network-connected medical devices for use at any local correctional facility 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, and video conferencing (if approved). The Contractor may not install managed or unmanaged switches onto the Department's network without approval from the Department.

Use of mobile devices, whether work issued or personal, will not be allowed without the written approval of the Department. In the event of such an approval a business justification must be submitted in writing along with a clear demonstration that the mobile devices fall within the Criminal Justice Information Systems (CJIS) Security Policy and be centrally managed by a mobile device management (MDM) solution.

3.4.7.10 Transmitting Health Information via Email

In conducting its mission the Department is required to communicate with parties outside of its internal email and information systems. These communications may 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 Chapter 74-2, F.A.C These and other regulations require that electronic transmission of ePHI or confidential information be encrypted.

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

If the 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 all federal and state regulations, including those mentioned above before implementation.

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

3.4.7.11 Contractor Data Availability

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 systems 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.

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 Department's Office of Information Technology and the Department's Contract Manager.

2. The Contractor shall timely return any and/or all Department information in a format acceptable to the Department when the contractual relationship effectively terminates, not to exceed 10 business days.

3. The Contractor shall provide certification of its destruction of all Departmental data in its possession in accordance with NIST Special Publication 800-88 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 or those maintained by the 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.

5. The introduction of wireless devices at facilities is subject to prior review and approval by the Department's Office of Information Technology and the Department's Contract Manager and the Department's Office of Information Technology (OIT). The Contractor is responsible for notifying the Department before introducing wireless devices into facilities.

3.4.7.12 Information Security Auditing and Accountability

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.

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

Events to be audited must include those required in the CJIS Security Policy, including but not limited to any audit or logging events mentioned in this document.

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

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.

The Contractor shall produce and maintain for the required periods, 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.

3.4.7.14 Events

Events to be logged and audited include those required in the CJIS Security Policy, including but not limited to:

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.

The Contractor must monitor security logs for suspicious behavior and self-audit for these controls. The Department reserves the right to ask for reports relating to these controls and self-audits. The Contractor shall provide log sources for forwarding and aggregation in the Department's Security Information and Event Management (SEIM) system upon request.

3.4.7.15 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 and description of event
4. User/subject identity.
5. Outcome (success or failure) of the event.

3.4.7.16 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.

3.4.7.17 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.

3.4.7.18 Protection of Audit Information

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

3.4.7.19 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 the Department determines they are no longer needed for administrative, legal, audit, or other operational purposes. The Contractor should request written approval from the Department prior to destruction of audit records.

3.4.7.20 Compliance Requirements

The Contractor must comply with all applicable State and Federal security requirements including HIPPA, the FBI CJIS Security Policy, and Chapter 74-2, F.A.C, and all applicable Department information security policies.

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 and be evidenced as such by the Contractor's own security policies and Active Directory (AD) group policy settings.

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.

The Contractor must 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 Procedure 206.007, *User Security for Information Systems Office of Information Technology Internal Remote Access*; 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.

The Department will maintain administrative and management control over any aspect of the services provided by the Contractor which govern criminal justice information within its corrections environment to the degree necessary to maintain compliance with the U. S. Department of Justice Information Services Security Policy. Subsequently, a separate Management Control Agreement (MCA) must be executed between the Contractor and Department.

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 (SAR), or similar process, 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. Any Contractor equipment that requires connection to the Department's information network must be reviewed and approved by the Department's Contract Manager and CIO.

If applicable, the Contractor will host the Department's information and/or services provided in a data center protected by appropriate industry best practice security measures/mitigations, including but not limited to, 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 and other contractors' 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 or privileges; and
9. A process that ensures up to date software patches and up to date malware signature files are applied to all information resources.
10. Comply with the most recently published version of the CJIS Security Policy.

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

The Contractor's solution and services must operate to the Department's satisfaction on its ~~current~~ standard personal computer platform (which is subject to change), if applicable, which currently is configured with:

- Intel Core I5-4590 Processor (Quad Core, 3.30 GHz Turbo, 6MB Cache, with HD Graphics 4600
- 8 GB RAM
- 500 GB 7200 RPM Hard Drive
- 16X DVD-ROM RW
- 10/100/1000 Mb NIC
- Onboard or External Graphics Card

- Keyboard
- Mouse
- Window 7 Operating System
- Office 2007 (in transition to O365)
- Trend Micro Anti-virus
- Internet Explorer 11
- Mocha TN3270 version 1.8
- Java 1.8.0_51
- Adobe Flash Player version 19

3.4.7.21 Telehealth Technology

The Department encourages vendors to explore telemedicine solutions to augment the delivery of health care services. If the Contractor chooses to provide a telehealth solution, the Contractor shall incur all costs associated with the implementation, maintenance, licensing, and support of Telehealth. The Department must approve all sites and services to be provided via Telehealth.

The Contractor will be responsible for the cost of acquiring and maintaining any ~~the~~ necessary telemedicine communication system, equipment and consultations provided by telemedicine. The Contractor will also be responsible for paying for all telemedicine service line/data charges for communications related to the provision of health care to Department inmates or for any network workload that requires the Department to increase its network bandwidth. The proposed solution must be approved by the Department's Office of Information Technology (OIT); must be readily available to and compatible with the equipment and software in use by Department staff which currently are:

- Browser Internet Explorer 11
- Useable at 1024x768 resolution
- Runs on a 64-bit platform Windows 2012 server & above
- Application runs on Microsoft SQL 2008 environment and above
- PC shall have a minimum of Microsoft Windows 7, 8 GB RAM & 1GHz CPU
- Must be Windows Active Directory compliant
- Application supports clients connecting at TI, T3, WAN speed, and 100 mbps
- Must integrate with supporting single sign-on User ID and be centrally managed
- 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. Users will not be required to have a client module on their PC. Updates, 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 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's Office of Information Technology prior to implementation. 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 Section 119.071(5)(a)(5), F.S., social security numbers are confidential information and therefore exempt from public record or disclosure.

3.4.7.22 Transition

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

In addition, the Contractor shall:

- Within three (3) days after the Contract start date, meet with the Department to finalize the implementation plan to ensure an orderly and efficient transition from the current Comprehensive Health Care Contractor.
- Provide regular reports to the Department, not less than weekly, on the status of filling positions and the transition in general
- Submit the final transition plan to the Department for approval within fifteen (15) days after Contract execution date. The Final Implementation Plan shall be designed to provide for seamless transition with minimal interruption of health care to inmates. Final transition at each institution shall be coordinated between the Contractor and the Department
- Commence provision of health care services to the Department's inmates consistent with the approved Final Implementation Plan and Transition Date Schedule.
- Assume full responsibility for comprehensive health care service delivery within 90 days of the Contract execution date, or on a date agreed upon in writing between the Contractor and the Department.

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

3.4.7.23 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 FDC personnel.

The Department shall provide security and security procedures to protect the Contractor's equipment as well as FDC medical equipment. FDC 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. FDC shall provide security posts for clinic areas as necessary and determined through the facilities security staffing analysis and in coordination with the Office of Health Services.

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

3.4.7.24 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 their specific position/job class. Both the Department's and the Contractor's responsibilities with respect to orientation and training are listed below.

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

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.

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.

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.

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.

3.4.7.25 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.

3.4.7.25.1 OBIS Data Entry and Data Exchange

The Contractor shall ensure information is available for input into the Department's existing information systems including but not limited to OBIS in order to record daily operations. Data includes, but is not limited to information or reports, billing information and auditing data to ensure accuracy of OBIS, plus any other Department system or component developed for Health Services

or any Department system or component deemed necessary for Health Service operations. When requested, the 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.

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.

3.4.7.25.2 OBIS Cost Reimbursements

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.

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Respondents

The PUR 1001 is incorporated by reference and may be viewed at the following link: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

4.2 Procurement Officer

Questions related to the procurement should be addressed to:

Trueby Bodiford, Procurement Officer
Florida Department of Corrections
Office of Financial Management
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399
Email: purchasing@mail.dc.state.fl.us

4.3 Questions

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

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

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

4.4 Special Accommodations

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

4.5 Alternate Provisions and Conditions

Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Respondents are expected to submit questions or concerns they may have regarding the requirements or terms and conditions of this solicitation in writing to the Procurement Officer so they may be addressed during the question and answer phase of this solicitation, see Section 4.3. Including alternate provisions or conditions to this solicitation may result in the reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Department reserves the right to negotiate the best terms and conditions if determined to be in the best interests of the state.

4.6 Reply Bond

Each Vendor is required to submit a Certified Check, Cashier's Check or Reply bond with its response, in the amount of five million dollars ($5,000,000). If submitting a bond, rather than a check, the Department requires the Vendor's surety company to complete the Department's Reply Bond Form, included as Attachment XIV. The bond shall be issued by a reliable surety company that has been in business with a record of successful continuous operation for at least five (5) years and is authorized to do business in the State of Florida. Provided Reply bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision cancelling the solicitation or rejecting all replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply. The check/bond will be returned to unsuccessful Vendors upon the execution of a Contract with the successful Vendor or upon cancellation of the solicitation. The check/bond of the successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The Reply check/bond will be forfeited to the Department if the Vendor fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Negotiable instruments submitted will be deposited into the State Treasury. After execution of the Contract, return of the Reply bond will be accomplished by issuing a warrant made payable to the Vendor within five (5) business days. Any request for withdrawal of a submitted Reply, requested after five (5) business days will be subject to provisions of this section.

4.7 Pass/Fail Mandatory Responsiveness Requirements

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

i. All data generated, used or stored by Respondent pursuant to the prospective Contract state will reside and remain in the United States and will not be transferred outside of the United States;

ii. All services provided to the State of Florida under the prospective contract, including call center or other help services, will be performed by persons located in the United States;

iii. Respondent has a minimum of at least five (5) years' experience in providing health care services, three (3) years of which must be in a correctional setting;

iv. Respondent has experience in the provision of comprehensive health care services for an aggregate patient population of, at least, 10,000 inmate patients at any one time in prison, jail or other comparable managed health care setting;

v. Respondent must be able to demonstrate their ability to meet the performance bond requirements. Prior to execution of prospective contract, Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of $30 million (statewide), $15 million per area (North or South), or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).

vi. Respondent will deliver to the Department a Reply bond or check in the amount of $5 million dollars. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.

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

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

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

4.8 Submission of Replies

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

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

In reply to this ITN, Respondents shall:

a. Submit the technical reply and the cost reply in separately sealed packages.
b. Submit one (1) signed original hardcopy of the technical reply with ten (10) hardcopies, sealed separately from the cost reply.
c. Submit one (1) signed original hardcopy of the cost reply with ten (10) hardcopies, sealed separately from the technical reply.
d. Submit ten (10) searchable electronic copies of the technical reply on CD-ROMs. In the event of differences between the information contained on the CD-ROM and the original written version, the written version will prevail.

e. Submit ten (10) searchable electronic copies of the cost reply on a CD-ROM separate from the technical reply. In the event of differences between the cost information provided on the CD-ROM and the original written version, the written version will prevail.

f. If the Respondent believes its technical reply contains information that is confidential, trade secret, or otherwise not subject to disclosure, Respondent shall submit one (1) redacted electronic version of the technical reply, provided on a CD-ROM. The information contained on the CD-ROM shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. The reason for this requirement is that in the event the Department receives a public records request for this information the Department will be able to respond to such request by providing a copy of redacted electronic version of the document(s) provided by the Respondent. The Department will rely upon Respondent submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, the Department is authorized to produce the entire documents, data, or records submitted by Respondent in answer to a public records request for these records.

g. Sealed packages to be delivered shall be clearly marked with the solicitation number, company name, due date and time, and identify which package(s) contains the technical reply and cost reply.

h. Submitted hardcopies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Respondent's company name, solicitation number, and whether it is the technical or cost reply. Hardcopies should be numbered one-ten, in sequential order for ease of tracking.

4.9 Contents of Reply Submittals

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

The Reply shall be organized as follows:

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

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

TAB A must also include a letter, signed on or after January 1, 2017, from a surety company or bonding agent authorized to do business in the State of Florida and written on company **letterhead**, that documents the Respondent's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least $30,000,000 (statewide) or $15 million per area (North or South). **Failure by the Respondent to provide this letter with its reply will be considered material and will result in the reply being deemed not responsive.**

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

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

TAB B shall include the following information:

1. References.

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

References shall pertain to current and ongoing services or those that were completed prior to April 1, 2017. References shall not be given by:

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

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

2. Prior Work Experience

a. Similar Contracts and Services

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

b. Disputes

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

c. Subcontractor Information

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

TAB C Description of Solution (limit 25 pages)

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

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

TAB D Service Area Detail Solution (limit 150 pages)

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

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

- Acknowledge acceptance of each requirement.
- Acknowledge acceptance of the measures of each performance measure (PM).
- Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs Respondent identifies as important that are not specified.
- Identify proposed modifications to the identified PMs, the impact of the modification (e.g. greater quality control, cost savings)
- Describe a plan for performing the service and meeting the requirements. Include methodologies that will be applied, automation tools planned for use, resource usage plan/approach, and processes that will be put in place.
- Provide an organizational structure and resource plan for performing the service and meeting the requirements and performance measures described in Section 3 of the ITN.
- Describe ways to cut or minimize the costs associated with this service. This may include modifying the requirements and/or PMs, while still meeting the needs of the service, or recommending a different approach for the service.
- Describe any additional services or deliverables you will provide in addition to those required.

Additionally, for EHR, the Reply should include:

- A high level project schedule describing EHR implementation activities for the Contractor, other CHCC contractors, and the Department. The schedule should include start/end dates, durations, and milestones.
- Activity sequencing and duration
- Estimation of resources for both the Department and the Contractor and a staffing plan, identifying all roles and responsibilities, including percentage of time dedicated to the EHR implementation project.
- A detailed overview of the EHR architecture to include hosting location (vendor hosted, cloud based, etc.); provision of network diagrams showing physical and logical security including routers, switches and firewalls; description of application security and credentialing; and any other technological components that are critical to the planned implementation of EHR.
- Bandwidth requirements for individual sites/institutions necessary for accessing the EHR system inclusive of large file sizes such as access to images including x-ray files.
- Equipment that will provided with the Contractor's offering necessary for medical personnel at FDC locations to access the EHR system and any other systems necessary to perform their duties to include but not limited to desktops, laptops, tablets, use of carts, wireless, digital signature pads, bar code scanners, RFID readers, scanners, printers, label makers, and any other peripheral devices, switches, routers, wireless components, etc. Contractor will describe the planned use and provide proposed diagram(s) of equipment implementation at FDC locations.
- Vendor will provide an estimate of time and resources necessary to customize and /or configure their proposed base EHR offering to be compliant with the Department's business processes and workflow, as well as compliant with any authoritative bodies.

- Vendor will provide a list of the standard reports included with their proposed EHR offering.

TAB E Transition Plan (limit 30 pages)

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

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

TAB F Attachment IV – Cost Reply for Initial Term and Renewal Years.

Respondent shall complete and submit **Attachment IV** – "Price Information Sheet" for the Contract's initial term and renewal years, and include this form in **TAB F** of its Reply to the ITN. **Though this section is to be labeled as TAB F for easy inclusion with the Vendor's Reply after opening, Attachment IV should be sealed separately when initially submitted.** The Cost Reply shall be submitted as an overall single capitation rate, per-inmate, per-day, with an additional add-on per diem rate for EHR implementation and Maintenance (North Area **or** Statewide only).

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

In **TAB G** of its reply to the ITN, the Respondent is invited to elaborate on additional ideas, pricing structures or tools for service improvements that are not specifically addressed in **TABs B – F** of its reply but may be made available via Respondent's offering. The Department is interested in ideas or tools the Respondent believes will provide for greater performance and efficiency of operations. Additionally, Respondents are encouraged to submit alternate pricing structures and the potential cost reductions or benefits to the Department that each would bring; however, actual pricing should only be provided using Attachment IV, Price Information Sheet. Cost points will be awarded based on Attachment IV, as described in Section 4.10 of the ITN. If the Department may request Respondent's submit alternate pricing during the Negotiation Phase, per Section 2.7. Respondent shall make sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

TAB H Completed Forms

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

FORM 1	**RESPONDENT'S CONTACT INFORMATION (ATTACHMENT X)**
FORM 2	**CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (ATTACHMENT XI)**
FORM 3	**NOTICE OF CONFLICT OF INTEREST (ATTACHMENT XIII)**

4.10 Reply Evaluation Criteria

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

A. TECHNICAL REPLY EVALUATION SCORE (0 – 500 POINTS)

1. <u>Experience and Ability to Provide Services</u>

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

a. References

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

1) How relevant are the services described in the references to the services sought via the ITN?

2) How well do the references demonstrate Respondent's experience in performing contracts of similar size and scope for the services sought?

3) How well do the References demonstrate Respondent's ability to provide the requested services?

4) Are there any issues or concerns identified in the References regarding Respondents experience and ability to provide the services?

b. Prior Work Experience

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

1) Has the Respondent demonstrated via the Reply that it has experience in performing contracts of similar size and scope for the services sought?

2) How well did the Respondent convey the ability to provide these services?

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

2. Description of Offering

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

a) How well the proposed offering satisfies the following criteria:

   1) Demonstrates Respondent's ability to effectively provide health care services at the operational levels required by this ITN.

   2) Maximizes operational efficiencies and supports the Department's goals.

b) How well does the summary of the offering, and the explanation of why it is the best offering for the State, address and meet the goals, needs, and expectations of the State?

c) How well does the Respondent understand the goals to be achieved via this solicitation?

3. Service Area Detail Solution

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

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

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

a) Description of the planned staffing for the proposed offering

b) Clinical staffing levels and roles and responsibilities

c) Administrative staffing and roles and responsibilities

d) Organization structure / chart

e) Whether the Respondent's staffing requirements are consistent with the objectives of this solicitation

B. COST EVALUATION SCORE (0 - 100 Points)

A total of one hundred (100) points may be awarded to a Respondent's Cost Proposal. The following formula will be applied to a Respondent's Cost Proposal to determine the Cost Proposal Score:

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

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

Maximum Price Points:	
Base Term (including EHR, for North area only)	60 points
Renewal Term	40 points
TOTAL	100 points

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

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

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

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

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

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

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

Respondent Technical Evaluation Score: Evaluation points awarded to the Respondent's Technical Reply

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

Max Cost Proposal Points: Maximum points available for the cost response (100 points)

Cost Proposal Score: Evaluation points awarded to the Respondent's Cost Proposal

C. REPLY EVALUATION SCORE

The Reply Evaluation Score is the sum of the Respondent's weighted Technical Reply Evaluation Score (0 – 500 points) and Cost Reply Score (0 – 100 points).

4.11 Reply Evaluation and Negotiation Process

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

> "(c) Invitation to negotiate. - The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the agency may negotiate in order to receive the best value."
>
> "4. The agency shall evaluate replies against all evaluation criteria set forth in the Invitation to Negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more Respondents within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the Contract to the responsible and responsive vendor that the agency determines will provide the best value to the State, based on the selection criteria."

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

A. Evaluation Phase Methodology

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

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

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

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

Assessment	Scoring Guidelines	Evaluator Score
Poor	Reply Fails to address the component or it does not describe any experience related to the component **OR** Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria	1
Marginal	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or is so limited that it results in a low degree of confidence in the Respondent's response or proposed offering. **OR** Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential aspects for the specific criteria	2

Adequate	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the state's needs for specific criteria	3
Good	Reply more than adequately meets the minimum requirements, specification or provision of the specific criteria, and exceeds those requirements in some aspects for the specific criteria	4
Excellent	Reply fully meets all requirements and exceeds several requirements **OR** Reply exceeds minimum requirements, specifications, and provisions in most aspects for the specific criteria	5

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

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking for each Reply will be used to establish a competitive range to determine which Respondents may be invited to participate in negotiations. The Department intends to first negotiate with the three (3) most highly ranked Respondents, but the Department reserves the right to negotiate with fewer Respondents, more than three Respondents, or to reject all Replies.

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

B. Negotiation Phase Methodology

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

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

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

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

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

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

As part of the negotiation process, the Department will check references as described in Section 3.11 Tab B and to assess the extent of success of the projects associated with those references. The Department also reserves the right to contact references not provided by the Respondent. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation and selection of the Respondent.

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

Selection Criteria:

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

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

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

C. Final Selection and Notice of Intent to Award

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

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

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

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

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

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

4.12 Reply Opening

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

4.13 Costs of Preparing Reply

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

4.14 Disposal of Replies

All Replies become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the Department reject all Replies and issue a re-solicitation, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.07 (1)(b), F.S.

4.15 Right to Withdraw Invitation to Negotiate

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

4.16 Right to Reject Reply Submissions and Waiver of Minor Irregularities

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

4.17 Mandatory Site Visits and Pre-Bid Conferences

All interested Vendors, before submitting their Reply, must visit the following sites in the area (Northern or Southern) for which they are seeking an award and become familiar with conditions that may, in any manner, affect the work to be done. Vendors submitting for a statewide award must attend all site visits. **Attendance at the site visits is mandatory.** The Department has set

specific dates for the site visits and will not allow visits for individual Vendors or visits at any other time. Interested parties must contact Jeff Bryan at Jeffrey.Bryan@fdc.myflorida.com at least five (5) business days prior to the site visit listed in the Timeline and furnish them with the following information on all attendees, including the attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number. **Participation in the Site Visits will be limited to two representatives per organization, per site visit location. These do not have to be the same representatives for all institutions.**

Site visits shall occur according to the following schedule and interested parties shall meet at the main gate for admittance to the facility. The institutions listed below are a representative sample of the various types of facilities the Department currently operates. All Department security procedures shall apply.

SITE VISITS SCHEDULE				
Area	**Institution**	**Address**	**Date**	**Time**
Northern	**Santa Rosa CI**	5850 East Milton Road Milton, Florida 32583-7914	**June 7, 2017**	9:00 a.m. (Central Time)
	Jefferson CI	1050 Big Joe Road Monticello, Florida 32344	**June 12, 2017**	2:00 p.m. (Eastern Time)
	Florida State Prison (FSP)	7819 N.W. 228th Street Raiford, Florida 32026	**June 13, 2017**	9:00 a.m. (Eastern Time)
	Union CI	7819 N.W. 228th Street Raiford, Florida 32026		1:30 p.m. (Eastern Time)
Southern	**Lowell CI**	11120 NW Gainesville Rd. Ocala, Florida 34482	**June 14, 2017**	8:30 a.m. (Eastern Time)
	Zephyrhills CI	2739 Gall Boulevard Zephyrhills, Florida 33541		2:30 p.m. (Eastern Time)
	Central Florida Reception Center	7000 H C Kelley Rd. Orlando, Florida 32831	**June 15, 2017**	9:00 a.m. (Eastern Time)
	Everglades CI	1599 S.W. 187th Avenue Miami, Florida 33194	**June 16, 2017**	9:00 a.m. (Eastern Time)
	South Florida Reception Center	14000 NW 41st Street Doral, Florida 33178-3003		1:00 p.m. (Eastern Time)

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

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

4.18 Addenda

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

4.19 Cost/Price Discussions

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

4.20 No Prior Involvement and Conflicts of Interest

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

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on the Notice of Conflict of Interest, Attachment XIII.

The Vendor(s) shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which they may do, or perform for, or on behalf of, any officer, agent, or employee of the Vendor(s). No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Vendor(s) shall have no interest, and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

4.21 State Licensing Requirements

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

4.22 MyFloridaMarketPlace (MFMP) Vendor Registration

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

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

4.23 Unauthorized Employment of Alien Workers

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

4.24 Records and Documentation

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of “public record,” as defined in Section 119.011(1), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department’s custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract

if the Vendor does not transfer the records to the Department; and (d) upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the Vendor for a period of five years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. Pursuant to §287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.07(1), F.S.

The Vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Department against the same at its expense.

4.25 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor(s) considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Vendor(s) must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Vendor(s) on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Vendor(s) submits its response to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor(s) shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Vendor(s) shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor(s) fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Vendor(s) in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.26 Vendor Substitute W-9

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

4.27 Scrutinized Companies

In accordance with Section 287.123, F.S., agencies are prohibited from contracting with companies for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combines to one PFIA List of Prohibited Companies, which is updated quarterly. This list is created pursuant to Section 215.473, F.S., which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

4.28 Disclosure of Reply Submittal Contents

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

4.29 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 Replies, or to cancel or withdraw the solicitation.

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

SECTION 5 – CONTRACT TERMS AND CONDITIONS

5.1 General Contract Conditions

The PUR 1000 is incorporated by reference and may be viewed at the following link: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

5.2 Travel Expenses

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

5.3 Transaction Fee

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

5.4 E-Verify

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

5.5 State Initiatives

5.5.1 Diversity in 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.

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

Information on Certified Minority Business Enterprises (CMBE) and Certified Florida Veteran Business Enterprise is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/

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

5.5.2 Environmental Considerations

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

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

5.6 Subcontracts

The Vendor(s) may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of bid submission, and the amount of the subcontract must be identified in the bid. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Vendor(s) enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor(s) of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department’s security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Vendor(s).

If a subcontractor is utilized by the Vendor(s), the Vendor(s) shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood, and agreed that the Department shall not be liable

to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Vendor(s) shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITN. Failure by the Vendor(s) to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Vendor(s) to the subcontractor in the amount of one-half (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.

5.7 Insurance

The Vendor(s) shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Contractor and the Department under any Contract resulting from this ITN. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the Contractor's insurance related to the Contract. Upon the execution of any Contract resulting from this ITN, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

5.8 Copyrights, Right to Data, Patents and Royalties

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

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information, and data developed, derived, documented, or furnished by the Vendor(s). All computer programs, and other documentation produced as part of the resulting Contract shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Vendor(s) without express written permission of the Department.

The Vendor(s), without exception, shall indemnify, and save harmless the Department, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor(s). The Vendor(s) has no liability when such claim is solely, and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Vendor(s) or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Vendor(s) full opportunity to defend the action, and control the defense of such claim.

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

5.9 Independent Contractor Status

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

5.10 Assignment

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

5.11 Severability

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

5.12 Force Majeure

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

5.13 Use of Funds for Lobbying Prohibited

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

5.14 Reservation of Rights

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

5.15 Taxes

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

5.16 Safety Standards

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

5.17 Americans with Disabilities Act

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

5.18 Employment of Department Personnel

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

5.19 Legal Requirements

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

5.20 Conflict of Law and Controlling Provisions

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

5.21 Prison Rape Elimination Act (PREA)

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

5.22 Contract Modifications

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

5.23 Contract Monitoring

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

- Desk review of records related to service delivery maintained at Department facilities serviced by the Contract (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a sampling of same whether random or statistical);
- On-site review of records maintained at Contractor's business location;
- Interviews with Contractor and/or Department staff;
- Review of grievances filed by inmates regarding Contractor's service delivery; and
- Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies (e.g., American Correctional Association, Correctional Medical Authority, Health care, Department of Health, etc.).

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

To ensure the Contract Monitoring process is conducted in the most efficient manner, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of the Contract resulting from this ITN and forward the original to the Contract Manager.

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

Within ten (10) days of receipt of the Department's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed thirty (30) days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Contractor shall have five (5) days from the receipt of such written rejection to submit a revised CAP; this will **not** increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified or the Department will impose financial consequences, as appropriate. The Contract Manager, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

5.24 Rights to Examine, Audit and Administer Resources

The 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, F.S.

5.25 Financial Consequences

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

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

5.26 Contract Expiration (Responsibilities of Contractor)

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

5.27 Default

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

5.28 Termination

5.28.1 Termination at Will

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

5.28.2 Termination Due to Lack of Funds

In the event funds to finance the Contract resulting from this solicitation become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing

to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. The Department will be the final authority as to the availability of funds.

5.28.3 Termination for Cause

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

5.28.4 Termination for Unauthorized Employment

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

5.29 Retention of Records

The Vendor(s) agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this solicitation for a period of seven (7) years. The Vendor(s) shall maintain complete and accurate record-keeping, and documentation as required by the Department and the terms of the Contract resulting from this solicitation. All invoices and documentation must be clear, and legible for audit purposes. Copies of all records, and documents shall be made available for the Department upon request, or no more than forty-eight (48) hours upon request if stored at a different site location than the address listed on the Acknowledgement Form. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Vendor(s) for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated, and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Vendor(s) shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor(s) shall advise the Department of the location of all records pertaining to the Contract resulting from this solicitation, and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

5.30 Indemnification

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

5.31 Inspector General

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

5.32 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 Florida Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

5.33 Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of thirty (30) million dollars ($30,000,000.00) 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 ITN. 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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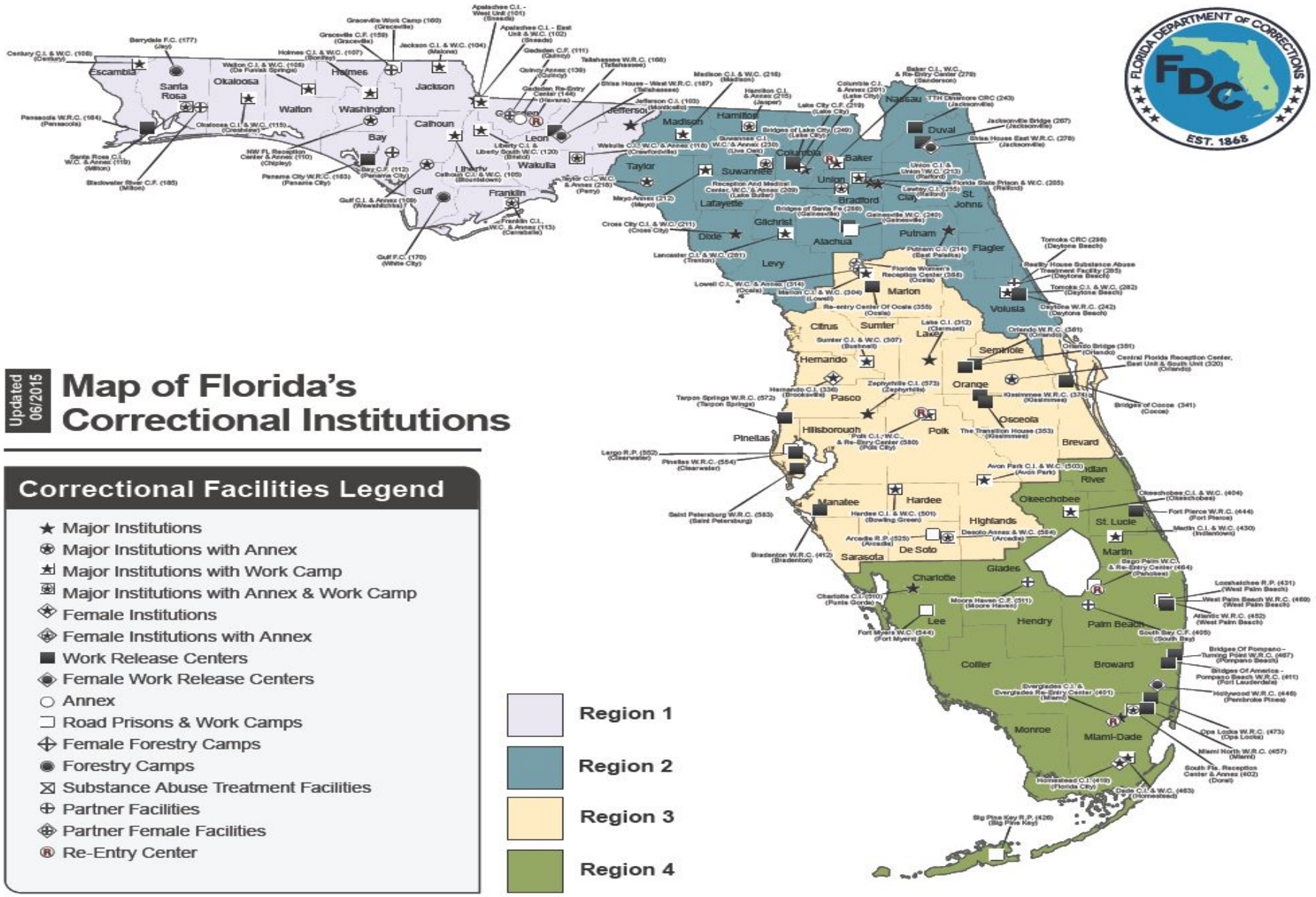

Updated 06/2015
Map of Florida's Correctional Institutions
Correctional Facilities Legend
Major Institutions
Major Institutions with Annex
Major Institutions with Work Camp
Major Institutions with Annex & Work Camp
Female Institutions
Female Institutions with Annex
Work Release Centers
Female Work Release Centers
Annex
Road Prisons & Work Camps
Female Forestry Camps
Forestry Camps
Substance Abuse Treatment Facilities
Partner Facilities
Partner Female Facilities
Re-Entry Center
Region 1
Region 2
Region 3
Region 4
FLORIDA DEPARTMENT OF CORRECTIONS
FDC
EST. 1868

ATTACHMENT II-LIST OF FACILITIES
ITN# FDC-17-185

Region I	Region II	Region III	FL Women's Reception Center
Male	**Male**	**Male**	**Region IV**
Apalachee CI	**Baker CI**	**Avon Park CI**	**Male**
Apalachee West Unit	Baker WC	Avon Park WC	**Charlotte CI**
Calhoun CI	TTH of Dinsmore	**Central FL Reception Center**	Ft Myers WC
Calhoun WC	Jacksonville Bridge	CFRC East Unit	**Dade CI**
Century CI	Bridges of Jax	CFRC South Unit	**Everglades CI**
Century WC	Baker Re-Entry Center	Bridges of Cocoa	Everglades Re-Entry Center
Pensacola CRC	**Columbia CI**	Bridges of Orlando	**Martin CI**
Franklin CI	Columbia-Annex	Orlando CRC	Martin WC
Franklin WC	Columbia WC	Orlando Bridge	Loxahatchee RP
Gulf CI	Bridges of Lake City	Kissimmee CRC	Ft. Pierce CRC
Gulf CI-Annex	**Cross City CI**	TTH of Kissimmee	Atlantic CRC
Gulf FC	Cross City WC	**Desoto CI-Annex**	West Palm Beach CRC
Holmes CI	Cross City East Unit	Desoto WC	**Okeechobee CI**
Holmes WC	**Florida State Prison**	**Hardee CI**	Okeechobee WC
Jackson CI	FSP-West Unit	Hardee WC	Sago Palm Re-Entry Center
Jackson WC	**Hamilton CI**	Bradenton Bridge	**South FL Reception Center**
Graceville WC	Hamilton-Annex	**Lake CI**	SFRC South Unit
Jefferson CI	Hamilton WC	**Marion CI**	Miami North CRC
Tallahassee CRC	**Lancaster CI ***	Marion WC	Turning Point CRC
Shisa House West	Lancaster WC	Re-Entry Center of Ocala	Opa Locka CRC
Liberty CI	Gainesville WC	**Polk CI**	Hollywood CRC
Quincy-Annex	Bridges of Santa Fe	TTH of Bartow	**Female**
Liberty South	**Lawtey CI**	Polk WC	**Homestead CI**
Gadsden Re-Entry	Shisha House East	Largo RP	
Northwest FL Reception Center	**Madison CI**	St. Pete CRC	
NWFRC-Annex	Madison WC	**Sumter CI**	
Panama City CRC	**Mayo Annex**	Sumter BTU	
Okaloosa CI	Mayo WC	Sumter WC	
Okaloosa WC	**New River CI**	**Sumter Annex**	
Santa Rosa CI	Union WC	**Zephyrhills CI**	
Santa Rosa-Annex	**Putnam CI**	TTH of Tarpon Springs	
Santa Rosa WC	**Reception and Medical Center**	**Female**	
Wakulla CI	RMC West Unit	**Hernando CI ***	
Wakulla Annex	RMC WC	Pinellas CRC	
Wakulla Work Camp	**Suwannee CI**	Suncoast CRC	
Walton CI	Suwannee Annex	**Lowell CI ***	
Walton WC	Suwannee WC	Lowell-Annex	
	Taylor CI	Lowell WC	
	Taylor-Annex		
	Taylor WC		
	Tomoka CI		
	Tomoka WC		
	Tomoka CRC - 285		
	Tomoka CRC-290		
	Tomoka CRC-298		
	Union CI		

Bold denotes Parent Institution

Denotes receiving facility

Denotes female facility

Please visit http://www.dc.state.fl.us/orginfo/facilitydir.html for facility addresses.

ATTACHMENT III-INSTITUTIONAL CAPACITY
ITN# FDC-17-185

Location	Max Capacity	Total Population as of March 31, 2017
101-APALACHEE WEST UNIT	819	798
102-APALACHEE EAST UNIT	1,169	1,102
103-JEFFERSON C.I.	1,044	1,068
104-JACKSON C.I.	1,346	1,389
105-CALHOUN C.I.	1,354	1,357
106-CENTURY C.I.	1,345	1354
107-HOLMES C.I.	1,185	1,198
108-WALTON C.I.	1,201	1,201
109-GULF C.I.	1,568	1,429
110-NWFRC MAIN UNIT.	1,303	1,030
113-FRANKLIN C.I.	1,346	1101
115-OKALOOSA C.I.	894	918
118-WAKULLA C.I.	1,397	1,246
119-SANTA ROSA C.I.	1,614	1,260
120-LIBERTY C.I.	1,330	1,227
122-WAKULLA ANNEX	1,532	1,142
124-FRANKLIN CI WORK CAMP	432	417
125-NWFRC ANNEX	1,415	1,259
127-SANTA ROSA WORK CAMP	432	372
135-SANTA ROSA ANNEX	1,372	1,173
139-QUINCY ANNEX	408	404
142-LIBERTY SOUTH UNIT	432	427
144-GADSDEN RE-ENTRY CENTER	432	418
150-GULF C.I.- ANNEX	1,398	1,198
160-GRACEVILLE WORK CAMP	288	252
161-OKALOOSA WORK CAMP	280	269
162-HOLMES WORK CAMP	328	328
163-PANAMA CITY C.R.C.	71	67
164-PENSACOLA C.R.C.	84	81
165-CALHOUN WORK CAMP	286	285
166-JACKSON WORK CAMP	285	255
167-CENTURY WORK CAMP	284	275
168-TALLAHASSEE C.R.C	121	119
170-GULF FORESTRY CAMP	293	289
172-WALTON WORK CAMP	288	281
173-WAKULLA WORK CAMP	431	425
187-SHISA HOUSE WEST	32	31
201-COLUMBIA C.I.	1,427	987
205-FLORIDA STATE PRISON	1,460	1,248

206-FSP WEST UNIT	802	813
208-R.M.C.- WEST UNIT	1,148	1,106
209-R.M.C.- MAIN UNIT	1,503	1,553
210-NEW RIVER C.I.	126	92
211-CROSS CITY C.I.	1,022	1,005
213-UNION C.I.	1,798	1,686
214-PUTNAM C.I.	458	446
215-HAMILTON C.I.	1,177	960
216-MADISON C.I.	1,189	1,277
218-TAYLOR C.I.	1,301	909
221-R.M.C WORK CAMP	432	432
223-MAYO C.I. ANNEX	1,668	1,116
224-TAYLOR ANNEX	1,409	1,123
227-TAYLOR WORK CAMP	432	397
230-SUWANNEE C.I	1,499	1,079
231-SUWANNEE C.I. ANNEX	1,346	1,230
232-SUWANNEE WORK CAMP	432	284
240-GAINESVILLE W.C.	270	268
250-HAMILTON ANNEX	1,408	1,347
251-COLUMBIA ANNEX	1,566	1,478
252-BRIDGES OF LAKE CITY	156	151
255-LAWTEY C.I.	832	804
256-TTH OF DINSMORE	150	114
261-BAKER WORK CAMP	285	285
262-CROSS CITY WORK CAMP	280	279
263-HAMILTON WORK CAMP	288	250
264-COLUMBIA WORK CAMP	288	288
265-MAYO WORK CAMP	328	278
267-BRIDGES OF JACKSONVI	140	132
268-UNION WORK CAMP (becoming New River WC)	432	412
269-CROSS CITY EAST UNIT	432	366
271-BRIDGES OF SANTA FE	156	148
275-BAKER RE-ENTRY CENTR	432	406
278-SHISA HOUSE EAST	15	8
279-BAKER C.I.	1,165	1,141
280-LANCASTER W.C.	280	279
281-LANCASTER C.I.	544	470
282-TOMOKA C.I.	1,263	1,037
284-TOMOKA WORK CAMP	292	268
285-TOMOKA CRC-285	60	113
289-MADISON WORK CAMP	295	291
290-TOMOKA CRC-290	84	81

298-TOMOKA CRC-298	113	60
299-JACKSONVILLE BRIDGE	140	160
304-MARION C.I.	1,324	1,349
305-SUMTER ANNEX	175	49
307-SUMTER C.I.	1,377	1,209
308-SUMTER B.T.U.	112	44
312-LAKE C.I.	1,076	1,068
314-LOWELL C.I.	1,176	868
316-LOWELL WORK CAMP	394	277
320-CFRC-MAIN	1,659	1,438
321-CFRC-EAST	1,407	880
323-CFRC-SOUTH	150	101
336-HERNANDO C.I.	431	414
345-SUNCOAST C.R.C.(FEM)	165	163
347-BRIDGES OF COCOA	84	80
351-BRIDGES OF ORLANDO	152	144
352-ORLANDO BRIDGE	136	131
353-TTH OF KISSIMMEE	150	142
355-REENTRY CTR OF OCALA	100	92
361-ORLANDO C.R.C.	84	80
364-MARION WORK CAMP	280	271
365-SUMTER WORK CAMP	1,377	279
367-LOWELL ANNEX	1,500	1,261
368-FL.WOMENS RECPN.CTR	1,307	1,030
374-KISSIMMEE C.R.C.	156	139
381-TTH OF BARTOW	79	76
382-TTH OF TARPON SPRING	84	82
401-EVERGLADES C.I.	1,788	1,863
402-S.F.R.C.	1201	738
403-S.F.R.C SOUTH UNIT	889	628
404-OKEECHOBEE C.I.	1,632	1,696
407-OKEECHOBEE WORK CAMP	444	443
412-BRADENTON BRIDGE	120	117
419-HOMESTEAD C.I.	668	652
420-MARTIN WORK CAMP	264	255
430-MARTIN C.I.	1,509	1,422
431-LOXAHATCHEE R.P.	92	89
441-EVERGLADES RE-ENTRY	432	385
444-FORT PIERCE C.R.C.	84	81
446-HOLLYWOOD C.R.C.	156	142
452-ATLANTIC C.R.C.	45	43
457-MIAMI NORTH C.R.C.	186	180
463-DADE C.I.	1,521	1,491

464-SAGO PALM REENTRY CENTER	384	355
469-W.PALM BEACH C.R.C.	150	148
473-OPA LOCKA C.R.C.	150	147
501-HARDEE C.I.	1,541	1,272
503-AVON PARK C.I.	956	1,023
504-AVON PARK WORK CAMP	512	510
510-CHARLOTTE C.I.	1,291	1,236
511-MOORE HAVEN C.F.	985	983
525-ARCADIA ROAD PRISON	96	95
544-FT. MYERS WORK CAMP	117	117
552-LARGO R.P.	76	75
554-PINELLAS C.R.C.	45	40
560-DESOTO WORK CAMP	288	288
562-POLK WORK CAMP	292	288
563-HARDEE WORK CAMP	1,541	267
564-DESOTO ANNEX	1,453	1,478
573-ZEPHYRHILLS C.I.	758	673
580-POLK C.I.	1,283	1,124
583-ST. PETE C.R.C.	150	146

ATTACHMENT IV-PRICE INFORMATION SHEET
ITN# FDC-17-185

For the Price Sheet, Vendors shall provide a single capitation rate per-inmate, per-day (Unit Price). Vendors shall complete the Price Information Sheet as instructed in Section 2.7 of the ITN. Services shall be provided at the Unit Price proposed times the average monthly number of inmates, based on the Department's Monthly Inmate Average contained in the Average Daily Population (ADP) report. If submitting a Reply for statewide award, please complete the pricing information for both the North and South Areas.

NORTH AREA (including Regions 1 and 2) **Check here to indicate NO BID on this area.** ☐

Institutional Medical Services	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four	Contract Year Five
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____	$_____	$_____	$_____
Add-on Single Capitation Rate Per-Inmate, Per Day (Unit Price) for EHR implementation and maintenance statewide	$_____	$_____	$_____	$_____	$_____

Institutional Medical Services	Renewal Year One	Renewal Year Two	Renewal Year Three	Renewal Year Four	Renewal Year Five
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____	$_____	$_____	$_____
Add-on Single Capitation Rate Per-Inmate, Per Day (Unit Price) for EHR implementation and maintenance statewide	$_____	$_____	$_____	$_____	$_____

SOUTH AREA (including Regions 3 and 4) **Check here to indicate NO BID on this area.** ☐

ATTACHMENT IV-PRICE INFORMATION SHEET
ITN# FDC-17-185

Institutional Medical Services	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four	Contract Year Five
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____	$_____	$_____	$_____

Institutional Medical Services	Renewal Year One	Renewal Year Two	Renewal Year Three	Renewal Year Four	Renewal Year Five
Single Capitation Rate Per-Inmate, Per Day (Unit Price)	$_____	$_____	$_____	$_____	$_____

Check here to indicate you are submitting a Reply for statewide award and <u>would not</u> like to be considered for award for individual areas. ☐

All calculations will be verified for accuracy by the Bureau of Procurement staff assigned by the Department.

_____
VENDOR NAME

_____
FEIN #

_____
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
DATE

ATTACHMENT V – NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
ITN # FDC-17-185

In connection with ITN #17-FDC-185, entitled "Comprehensive Health care Services-Institutional Medical Care" the Florida Department of Corrections ("FDC") is disclosing to your business information, procedures, technical information and/or ideas identified as "Restricted".

In consideration of any disclosure and any restricted information provided by FDC concerning ITN 17-FDC-185, you agree as follows:

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

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

Acknowledged and agreed on _____, 2017

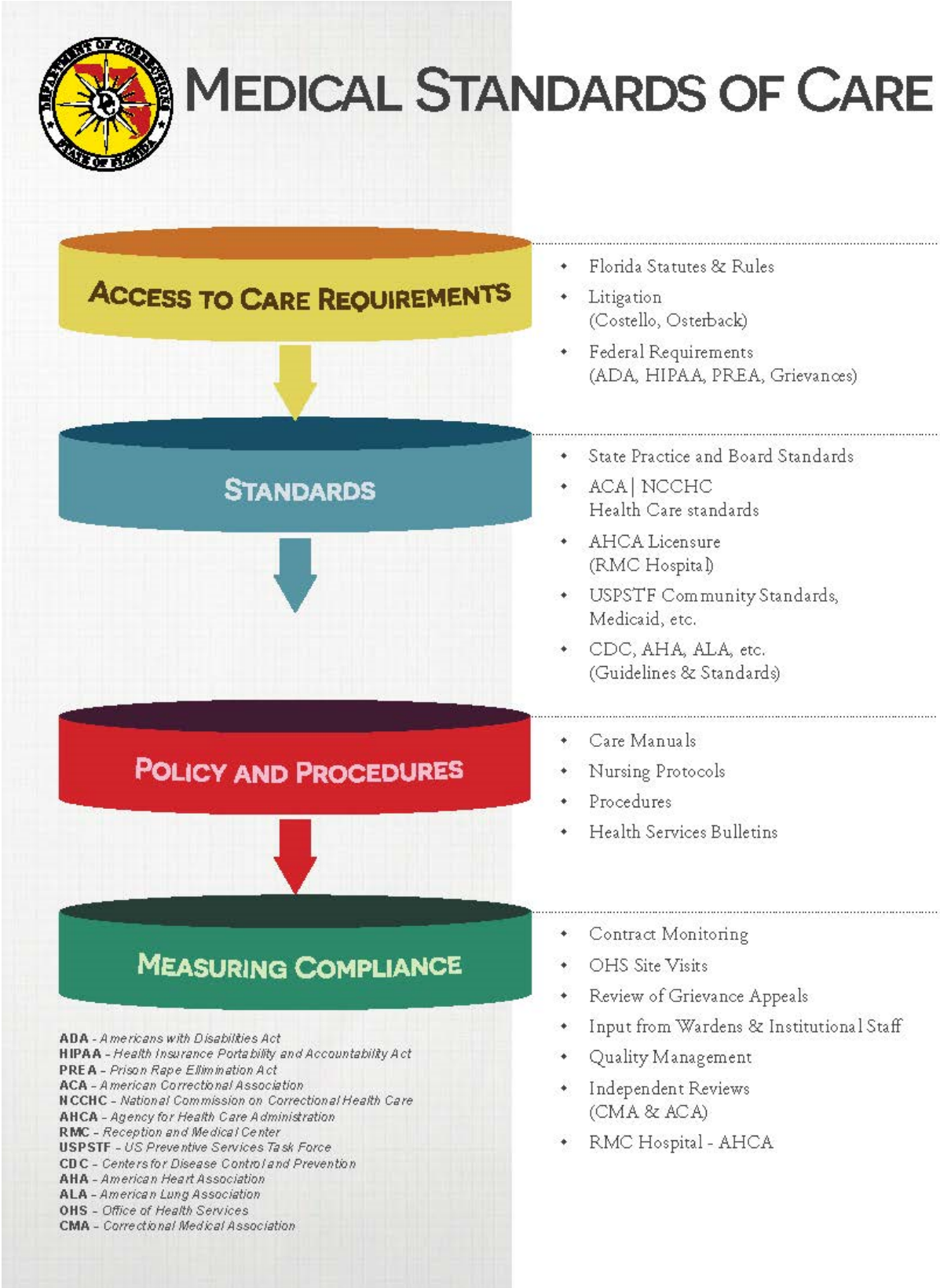
By:_____

(Signature)

Name:_____

Company Name:_____

Title:_____


MEDICAL STANDARDS OF CARE
ACCESS TO CARE REQUIREMENTS
Florida Statutes & Rules
Litigation (Costello, Osterback)
Federal Requirements (ADA, HIPAA, PREA, Grievances)
STANDARDS
State Practice and Board Standards
ACA | NCCHC Health Care standards
AHCA Licensure (RMC Hospital)
USPSTF Community Standards, Medicaid, etc.
CDC, AHA, ALA, etc. (Guidelines & Standards)
POLICY AND PROCEDURES
Care Manuals
Nursing Protocols
Procedures
Health Services Bulletins
MEASURING COMPLIANCE
Contract Monitoring
OHS Site Visits
Review of Grievance Appeals
Input from Wardens & Institutional Staff
Quality Management
Independent Reviews (CMA & ACA)
RMC Hospital - AHCA
ADA - Americans with Disabilities Act
HIPAA - Health Insurance Portability and Accountability Act
PREA - Prison Rape Elimination Act
ACA - American Correctional Association
NCCHC - National Commission on Correctional Health Care
AHCA - Agency for Health Care Administration
RMC - Reception and Medical Center
USPSTF - US Preventive Services Task Force
CDC - Centers for Disease Control and Prevention
AHA - American Heart Association
ALA - American Lung Association
OHS - Office of Health Services
CMA - Correctional Medical Association


MEDICAL STANDARDS OF CARE
ACCESS TO CARE REQUIREMENTS
Florida Statutes & Rules
Litigation
(Costello, Osterback)
Federal Requirements
(Americans with Disabilities Act, Health Insurance Portability and Accountability Act, Prison Rape Ellimination Act, Grievances)
STANDARDS
State Practice and Board Standards
American Correctional Association | National Commission on Correctional Health Care
Health Care standards
Agency for Health Care Administration Licensure
(Reception and Medical Center Hospital)
US Preventive Services Task Force Community Standards, Medicaid, etc.
Centers for Disease Control and Prevention, American Heart Association, American Lung Association, etc.
(Guidelines & Standards)
POLICY AND PROCEDURES
Care Manuals
Nursing Protocols
Procedures
Health Services Bulletins
MEASURING COMPLIANCE
Contract Monitoring
Office of Health Services Site Visits
Revision of Grievance Appeals
Input from Wardens & Institutional Staff
Quality Management
Independent Reviews
(Correctional Medical Associates & American Correctional Association)
Reception and Medical Center Hospital - Agency for Health Care Administration

ATTACHMENT VII – PASS/FAIL REQUIREMENT CERTIFICATION
AND NON-COLLUSION CERTIFICATION
ITN #FDC-17-185

1. **Business/Corporate Experience**

   This is to certify that the Vendor has at least five (5) years of business/corporate experience with appropriately experienced management and at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of comprehensive health care services to an aggregate patient population of a minimum of 10,000 inmate patients at any one time in prison, jail or other comparable health care setting. The Department understands that, due to the size and complexity of the inmate health care program, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the bidding entity is qualified to serve inmate populations in prison settings, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing health care services in a correctional setting to an inmate population of at least 10,000 inmates.

2. **Prime Vendor**

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

3. **Data and Call Center Location**

   This is to certify that all data generated, used or stored by Respondent pursuant to the prospective Contract state will reside and remain in the United States and will not be transferred outside of the United States. Additionally, all services provided to the State of Florida under the prospective contract, including call center or other help services, will be performed by persons located in the United States.

4. **Performance Bond**

   This is to certify that the Respondent is able to demonstrate their ability to meet the performance bond requirements. prior to execution of a Contract, the Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of $30 million (statewide), $15 million per area (North or South), or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).

5. **Reply Bond**

   This is to certify that the Respondent will deliver to the Department a Reply bond or check in the amount of $5 million dollars. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.

6. **Meets Legal Requirements**

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

7. MyFloridaMarketPlace Registration and Transaction Fee

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

8. Financial Stability

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

9. Statement of No Inducement:

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

10. Statement of Non-Disclosure:

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

11. Statement of Non-Collusion:

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

Dated _____ day of _____ 2017.
Name of Organization: _____
Signed by: _____
Print _____
being duly sworn deposes and says that the information herein is true and sufficiently complete so
Subscribed and sworn _____ day of _____ 2017.
Personally ___ OR Produced ___ Type of Identification _____
Notary Public: _____
My Commission Expires: _____

ATTACHMENT VIII – CONTRACTOR'S REFERENCE FORM
ITN #FDC-17-185

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

_____

_____

_____

_____

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

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed prior to January 1, 2017. References shall not be given by:

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

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

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

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

ATTACHMENT VIII – CONTRACTOR'S REFERENCE FORM
ITN #FDC-17-185

CONTRACTOR REFERENCE FORM

Reference # (1, 2, or 3):

Respondent's Name:

Reference's Name:

Address:

Primary Contact Person: **Alternate Contact Person:**

Primary Phone Number: **Alternate Phone Number:**

Contract Performance Period:

Location of Services:

Brief description of the services performed for this reference:

EVALUATION QUESTIONNAIRE FOR REFERENCES
(Completed by the Department)

Respondent's Name:

Reference's Name:

Primary Contact Person: **Alternate Contact Person:**

Primary Phone Number: **Alternate Phone Number:**

The following questions will be asked of three (3) references.

	Score
1. Briefly describe the services the vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this vendor? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2,	
3. Did the vendor consistently meet all of its performance/milestone deadlines? Yes = 4, No = 0	
4. Did the vendor submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the vendor during the last 12 months? Yes = 0, No = 4	
6. How would you rate the vendor's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
7. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
8. Did the vendor's project/contract manager effectively manage the contract? Yes = 4, No = 0	
9. How would you rate the vendor's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2,	
10. Was the vendor's staff knowledgeable about the contract requirements and scope of services? Yes = 4, No = 0	
11. Did the vendor work cooperatively with the organization during the course of the contract? Yes = 4, No = 0	
12. Would you contract with this vendor again? Yes = 8, No = 0	
Total Score:	

Reference Verified by:

Name (printed) Title

Signature Date

ATTACHMENT IX – SUBCONTRACTING FORM
ITN# FDC-17-185

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

Complete a separate sheet for each subcontractor.

Service: _____

Company Name:_____

FEIN: _____

Contact: _____

Address: _____

Telephone: _____

Email address:

Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE), or Florida Veteran-Owned Business?	Yes _____ No _____
W-9 verification:	Yes _____ No _____

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

ATTACHMENT X – RESPONDENT'S CONTACT INFORMATION
ITN #FDC-17-185

The Respondent shall identify the contact information as described below.

	For solicitation purposes, the Respondent's contact person shall be:	**For contractual purposes, should the Respondent be awarded, the contact person shall be:**
Name:		
Title:		
Address:		
Telephone:		
Fax:		
Email:		

ATTACHMENT XI – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
ITN #FDC-17-185

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Company Name: _____

_____
VENDOR'S SIGNATURE

(Form revised 11/10/15)

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 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 XIII - NOTICE OF CONFLICT OF INTEREST
ITN# FDC-17-185

Organization Responding to Solicitation: _____

Solicitation Number: FDC-17-185

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

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

   _____

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

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

   _____

Signature: _____ Date: _____

Name: _____

Title: _____

Organization: _____

ATTACHMENT XIV – REPLY BOND FORM
ITN# FDC-17-185

REPLY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned [Insert name of Principal] as Principal and [Insert name of Surety] as Sureties, are hereby held and firmly bound unto Florida Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500 as Obligee in the penal sum of the dollar amount [Insert Dollar Amount of the Bond here] provided for in the [Insert specific ID# and Title of Solicitation], to which the Principal has submitted a Reply to the Obligee on [Insert Date of Receipt of Submission].

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this [Insert Day] day of [Insert Month], [Insert Year].

[Insert name of Principal]
By:

_____
[Insert name of Authorized Representative of Principal]
[Insert Title of Authorized Representative of Principal]

[Insert name of Surety]
By:

_____
[Insert name of Authorized Representative of Surety]
[Insert Title of Authorized Representative of Surety]

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a Reply for [Insert specific ID# and Title of Solicitation].

Now, therefore, if the Reply submitted by the Principal is withdrawn by the Principal within five days of the Obligee's receipt of the Reply then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract enters into a proper contract in accordance with the Principal's Reply, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.