



FLORIDA DEPARTMENT OF CORRECTIONS

Office of Administration

INVITATION TO NEGOTIATE (ITN)

FOR

**COMPREHENSIVE HEALTH CARE SERVICES -
MEDICAL AND HOSPITAL OPERATIONS AT
THE RECEPTION AND MEDICAL CENTER (RMC)**

ITN #15-FDC-113

**RELEASED ON
December 18, 2015**

**By the:
Florida Department of Corrections
Office of Administration
Bureau of Support Services
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TIMELINE
ITN# 15-FDC-113

EVENT	DUE DATE	LOCATION
Release of ITN	December 18, 2015	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
<u>Mandatory</u> Pre-Bid Conference and Site Visit	January 21, 2016 at 10:00 p.m., Eastern Time	Florida Department of Corrections Reception and Medical Center (RMC) 7765 S County Road 231 Lake Butler, FL 32054
Questions Due	February 18, 2016 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Support Services Email: purchasing@mail.dc.state.fl.us <i>(reference solicitation number in subject line)</i>
Anticipated Posting of Answers to Submitted Questions	March 10, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	March 31, 2016 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Support Services 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	April 20, 2016	Florida Department of Corrections Bureau of Support Services 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated posting of Respondents initially invited for Negotiations	May 24, 2016	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated Negotiations	May-June, 2016	Florida Department of Corrections Bureau of Support Services 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	June, 2016	Vendor Bid System (VBS): 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:

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.

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

Average Daily Population: The ‘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.

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.

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

Business Hours: 8:00 a.m. - 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.

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

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

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

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

Comprehensive Health Care Services - Reception and Medical Center (RMC): As used herein, Comprehensive RMC Services refers to all medical services, including program support services, as

outlined in this ITN, and hospital administration services at RMC Hospital. Comprehensive RMC Services include the provision of medically necessary and appropriate health care treatment to meet the minimum constitutionally adequate level of care established by federal and state law. This includes health care treatment both on-site and off-site.

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

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

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

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

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

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.

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

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.

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.

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.).

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.

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.

Day: Calendar day, unless otherwise stated.

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

Department: The Department of Corrections, referred to in this ITN document as “the Department” or “FDC.”

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

Electronic Health Records (EHR): An electronic version of a inmate’s medical history, that is maintained by the 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.

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.

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).

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

Health Services Bulletin (HSB): Refers to health care guidelines for the provision of inmate health care, created pursuant to Section 945.6034, 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 Assistant Secretary of Health Services.

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.

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.

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.

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.

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.

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

Isolation Management Room (IMR): A cell in an infirmary 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.

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.

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.

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.

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.

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

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.

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

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

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.

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.

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

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.

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

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.

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).

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.

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.

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.

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 more than 100,000 inmates, and an operating budget of approximately \$2.3 billion. The Department has 150 facilities statewide, including: 48 major institutions, 17 institutional annexes, seven (7) private prisons (operated by the Department of Management Services and not included in the services procured under this ITN), 33 work camps, six (6) road prisons/forestry camps, one (1) boot camp, 21 contracted community release centers, 21 contracted community release centers, 13 Department-run community release centers, and four (4) re-entry centers.

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

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

2.2 Statement of Purpose

The Department is seeking responses, from interested and qualified Vendors, for the efficient and effective delivery of institutional medical and hospital services, to inmate patients at its Reception and Medical Center (RMC) located in Lake Butler, Florida. These services must be provided in accordance with the Health and Hospital Care Standards outlined in Section 3. Vendors must have at least three (3), out of the last five (5) years, of business/corporate experience, in the provision of hospital services, preferably within a correctional setting, as described in this ITN.

Throughout the term of the resultant Contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in Attachment III at or near the maximum level for the RMC. The actual population at RMC may not currently be at maximum

capacity; however, the Vendor shall be prepared to deliver health and hospital care services, up to and including, the identified maximum capacity level during the term of the resultant Contract. The actual inmate population for RMC, as of June 30, 2015, 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 (within the scope of the service(s)), additional minimum specifications, modifications, or deletions are needed, and it is in its best interest to change the scope of service with regards to the specified service delivery, then the Department reserves the right to amend the Contract, with any Vendor receiving an award. Only changes within the general scope of service are allowed under Chapter 287, F.S., and all changes, other than those of a purely administrative nature, will be completed through a written Contract Amendment.

2.3 Procurement Overview

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

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

2.4 FDC Health Care Goals

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

- 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 who will assist the Department in meeting these goals.

2.4.1 Specific Goals of this ITN

- Establish a flexible Contract, with transparency of service costs and better alignment of costs with services.
- Establish a Contract that allows the Vendor to bring market expertise and an ability to shape strategy to lower the cost of health and hospital care services.
- Ensure a smooth transition/continuation of services from the current Contract to the new without disruption.
- Award to a Vendor that applies clinical and operational expertise to ensure a smooth continuation of services with minimal risk.
- Ensure pricing that is cost effective throughout the entire term of the Contract.
- Establish a collaborative relationship, with the prospective Vendor, which will maximize the extent the Department, achieves the objectives of this ITN.
- Award to a Vendor with the ability to collect, measure and analyze statistical data, then recommend ways to efficiently manage the systems and processes used to deliver health and hospital care.

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

2.7 Pricing Methodology

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

be a consideration in determining best value. Vendors must provide the Cost Reply in accordance with the instructions in Sections 4.6 and 4.7.

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

Vendors shall provide a single capitation rate, (per-inmate, and per-day) for the delivery of comprehensive institutional medical and hospital services. The Contract payment(s) will be based on the average monthly number of inmates, as reported in the Department's official Monthly Average Daily Population (ADP) report.

Deductions from the monthly payment to the Vendor will be made for salary and travel costs for the Health Services Contract Monitors, approximately \$200,000.

Compensation will be based on provision of comprehensive health and hospital 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-site specialty referrals including, but not limited to Oral and General Surgery, Internal Medicine, Gastroenterology, Orthopedics, Physiotherapy, Otolaryngology, Podiatry, Dermatology, Urology, Neurology and Neurosurgery, Audiology, Oncology, Nephrology, Endocrinology, Infectious Disease Management, Ophthalmology/Optometry, Cardiology, Pulmonology, full Laboratory Services, and Radiology (to include X-ray, CT/MRI, Nuclear Medicine, Echocardiograms, and Ultrasound).
- Physical, Occupational, Speech, and Respiratory therapy services.
- All health related assistive devices unless covered by vocational rehabilitation.
- Ambulance and other medically related transportation.
- Health Education.

Utilization Management

Provision of a nationally accepted or recognized electronic Utilization Management System:

- This program must contain basic audits and edits such as the federally required National Correct Coding Initiative edits.
- The system must include criteria for determination of treatment, must maintain a database of all referrals, must be available for view and use by the Department's Utilization Management Contract Manager and Director of Health Services Administration, and must have an electronic process for an escalated review when a referral for services is denied.

Pharmacy Services

- Provision of all non-formulary prescription medications (except for medications provided through the Federal 340b Drug Discount Program)
- Monthly consultant pharmacist inspections
- All prescription purchases from local pharmacies.

Electronic Health Record

- Implement the use of EHR services, once available
- Install and or acquire any hardware and/or software required

Other Costs across Service Categories

All direct and indirect costs associated with the delivery of institutional medical and hospital services will be incurred by the Vendor to include, but not be 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 and hospital services
- Costs related to Vendor-required computer installations, software, etc.
- Costs related to Agency for Health Care Administration survey deficiencies

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

2.8 Resources

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

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

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

- Current Comprehensive Health Care Services contracts:
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2757>
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2758>
- All current Department policies, procedures, and Health Services Bulletins (except those identified as “Restricted.”)
<http://www.dc.state.fl.us/business/HealthSvcs/procedures.html>
<http://www.dc.state.fl.us/business/HealthSvcs/bulletins.html>
- Helpful statistical information
<http://www.dc.state.fl.us/business/healthsvcs/exhibits.html>

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

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

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

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SECTION 3 – SCOPE OF SERVICES SOUGHT

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

3.1 General Description of Services

The Florida Department of Corrections seeks to continue deliverance of required institutional medical and hospital 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 ITN is to solicit information from qualified Vendors, who can manage, and operate, a comprehensive health and hospital program for the Department, in a cost-effective manner, by delivering required services that meet constitutional and community standards. Under its reply, the Vendor would assume total liability for institutional health and hospital service(s) delivered to the inmates under the care and supervision of the Department, at the Department's RMC. This includes all care provided in the RMC Hospital, Main Unit, West Unit, and Work Camp, care which cannot be provided at RMC, and the response to any emergencies which occur, until the appropriate medical or mental health providers arrive.

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

The Vendor must provide quality and timely health and hospital services to the Department's inmates, which are necessary to protect life, prevent significant illness or disability, or to alleviate significant pain.

The mission of the RMC Hospital is to:

- Provide primary and secondary health and hospital care with efficient use of resource in a secured environment.

- Coordinate community hospitalization of inmates requiring highly specialized, acute, chronic and tertiary care beyond the capabilities of the Infirmary.
- Provide chronic care services for patients requiring skilled nursing services and/or medical isolation in an extended care setting.
- Provide ancillary services such as radiology, laboratory, chemotherapy, radiation therapy, physical therapy, and specialty consultations for the FDC inmate population and inmates under the Interstate Compact Agreement.
- Coordinate with the outpatient clinic to provide follow-up services for inmates discharged from the RMC Hospital
- Identify patients who require infirmary placement upon discharge from the acute care setting.

Short-term and long-term nursing care is provided, including care of patients with communicable diseases. The hospital does not provide ICU or step-down unit care for patients requiring cardiac monitoring.

Health Care Standards

The Department is responsible for providing health care services in accordance with established standards of care. Contractors will be held accountable for providing care in accordance with these standards. Chapter 395, Chapter 408 and 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 prisoners have a constitutional right to adequate medical care, and that it is a violation of the Eighth Amendment to the Constitution to deny a prisoner necessary medical care or to display deliberate indifference to an inmate’s serious medical needs. *Estelle v. Gamble* set the original, national standard for correctional health care. Two additional cases have had a major impact on the delivery of health care services in Florida’s correctional institutions, *Costello v. Wainwright* 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 proposals 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 and hospital costs of those inmates covered under a resultant Contract as of 12:00 a.m. on the first day of Contract implementation, as described in the Transition Plan, as approved by the Department. The Vendor shall be responsible for all health and hospital costs incurred for services provided after 12:00 a.m. on the first day of Contract implementation, without limitation as to the cause of an injury or illness requiring health and hospital care services.

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

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

3.2 Overview of Services

It is the intent of the Department to acquire a complete and operational hospital and institutional medical services for the population we serve. The Vendor shall have the responsibility for complying with all strands required under Florida law for maintaining the Agency for Health Care Administration (AHCA) licensure for RMC Hospital. Any incidental medical, and/or ancillary service, omitted from these specifications may be provided as a part of the Vendor's price in order to deliver a quality, working, comprehensive health and hospital program that is in compliance with the specifications of this ITN. The Vendor's services, 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.

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

- Program Management;

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

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

The Vendor's administrative and management personnel are in place to supervise, oversee, and direct health care and hospital services at the RMC. The leadership team must promote the Department's Vision of "Inspiring success by transforming one life at a time." The Vendor must provide all services in a humane manner, with respect for inmates' rights to appropriate hospital and health services. The Vendor must comply with all applicable regulations and on-going licensure requirements to ensure the Department's AHCA licensure for RMC Hospital remains in good standing.

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

3.3 Service Locations and Service Times

3.3.1 Institution/Facility Locations: Services will be provided at the Department's Reception and Medical Center, 7765 S Count Rd 231, Lake Butler, FL 32054. The Vendor will be responsible for the provision of institutional medical services in the West Unit, Main Unit and Work Camp of RMC, as well as the Hospital.

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

3.4 Health Care Services

3.4.1 Program Management Service Area

3.4.1.1 Description

The Contractor will be responsible for all overall program management of comprehensive medical and hospital operations 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
- 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 one Comprehensive Health Care Vendor, who also provides hospital services. The new Vendor will not be responsible for the provision of dental or mental health care. It will coordinate the delivery of hospital and health services, and provide management services to include:

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

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

3.4.1.3 Program Management Minimum Requirements

Program Management Requirements (PGM)	
No.	Requirement
PGM-001	The Vendor shall provide administrative oversight to ensure all program management functions are carried out in accordance with the requirements outlined in this ITN. At a minimum, the Vendor shall have the following program management positions:

Program Management Requirements (PGM)	
No.	Requirement
	<ul style="list-style-type: none"> a) A corporate officer to serve as the corporate program management liaison to the FDC Director of Health Services Administration. b) A Vice-President of Operations (VPO), or equivalent position, to serve as the liaison to the FDC Contract Manager and the FDC RMC Warden c) A Florida-licensed Medical Director, or Doctor of Osteopathic Medicine, with experience as a Hospitalist, to oversee clinical services and serve as the liaison to the FDC Assistant Secretary of Health Services and Director of Medical Services. d) A Florida-licensed Registered Nurse to serve as the Executive Nursing Director for RMC and will have authority over all nursing services provided therein. This person will also serve as the liaison to the FDC Nursing Services Director, and is charged with ensuring safe nursing practices and delivery of quality patient care at both the Hospital and Outpatient RMC Units. e) Two (2) Florida-licensed Registered Nurses to serve as Assistant Nursing Directors at the facility. One will function as the Director of Nursing at the Hospital, and one will function as the Director of nursing for all outpatient medical services at the Main Unit, West Unit and Work Camp. Both positions will report to the Executive Nursing Director. All three Nursing leadership positions are expected to communicate effectively, have integrity, and oversee nursing care given by others, while retaining accountability of the quality of care provided to the inmate patients. The two (2) Nursing Directors shall supervise nursing staff, plan, organize, direct and monitor the delivery of nursing services. f) Two (2) Florida-licensed Registered Nurse to serve as the Infection Control Nurses at the Hospital and Outpatient Units (Main, West, and Work Camp) g) A Hospital Administrator to handle all management of hospital operations. h) A Health Services Administrator (HSA) or equivalent leadership position to cover the Main and West Units. i) A Florida-licensed Consultant Pharmacist to serve as the Consultant

Program Management Requirements (PGM)	
No.	Requirement
	<p>Pharmacist of Record for the RMC Institutional Pharmacy Permit(s), who will provide clinical oversight of the institutional pharmacy services at RMC.</p> <p>j) A Re-Entry/Discharge Planning Coordinator, to coordinate with FDC staff on challenging re-entry placements.</p> <p>k) Two (2) Health Information Specialists to handle and manage all medical records and requests for the same.</p> <p>l) Administrative staff to handle routine business functions, including: customer service, information technology support for field staff, analytics, billing, etc.</p> <p>m) A Florida-licensed Health care risk manager that is competent and qualified to oversee a comprehensive risk management program for RMC Hospital.</p> <p>Leadership Staff, above, must be available by phone on issues related to health care service delivery and contract management, Monday through Friday, during business hours. After regular business hours, the Vendor must have on-call telephone coverage, for emergent or urgent purposes only.</p>
PGM-002	The Vendor shall establish and maintain office space to house the Vendor's Florida leadership team. The Vendor will be responsible for all costs associated with this facility, including rent, utilities, equipment, supplies, computers, phone, and other electronics. The Vendor's Statewide leadership team would preferably be located in Tallahassee, FL, while local leadership would be located at the RMC.
PGM-003	The Vendor shall work with the FDC Contract Manager to establish and maintain communication protocols for the handling of routine, urgent and emergent contract issues.
PGM-004	The Vendor shall establish an online collaboration site (ex. SharePoint) for sharing documents and other program information between the Vendor and the Department.
PGM-005	The Vendor shall provide a transition plan for the end of the life of the Contract.

Program Management Requirements (PGM)	
No.	Requirement
PGM-006	The Vendor shall establish, and maintain, a system to ensure staff and subcontractors, working on any Contract resulting from this ITN, are knowledgeable of, and adhere to, all applicable Statutes, Rules, Department Procedures, Health Services Bulletins (HSBs), manuals, and forms covering the delivery of health care and hospital 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	The Vendor shall develop and implement a staffing plan that identifies all positions 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 service or hospital functions, and responsibilities covered by this Contract, the Department shall advise the Vendor of such changes in writing. The Department must approve any reductions to the original, approved staffing plan that will be agreed to upon Contract execution.
PGM-008	<p>Any Contract resulting from this ITN will include the following minimum staffing requirements:</p> <p><u>Minimum Qualifications</u></p> <ul style="list-style-type: none"> a. All Vendor/subcontractor staff providing services under this contract shall meet the minimum requirements outlined in Section 3.7. Staff that does not meet these requirements will not be approved to work on any Contract resulting from this ITN. b. All Vendor/subcontractor staff providing services under any contract resulting from this ITN must be fluent in both written and spoken English. <p><u>Conduct and Safety Requirements</u></p>

Program Management Requirements (PGM)	
No.	Requirement
	<p>Ensure all staff adhere to the standards of conduct prescribed in Chapter 33-208, F.A.C, and as prescribed in the Department’s personnel policy and procedure guidelines, 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 Vendor 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:</p> <ol style="list-style-type: none"> a. The Vendor’s staff shall not display favoritism to or preferential treatment of one inmate or group of inmates over another. b. The Vendor’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 Vendor 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 Vendor’s staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity. d. The Vendor’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 Vendor’s staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Vendor or the State. In

Program Management Requirements (PGM)	
No.	Requirement
	<p>providing services pursuant to this ITN, the Vendor shall ensure that its employees avoid both misconduct and the appearance of misconduct.</p> <p>f. At no time shall the Vendor or Vendor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency. The Contractor's staff shall comply with the Department's procedures on dress and grooming.</p> <p>g. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Vendor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Vendor to appropriate action, up to and including termination of this Contract.</p> <p>h. The Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Institutional Warden and the Contract Manager or their designee within twenty four (24) hours, of the Vendor's knowledge of the incident.</p>
PGM-009	<p>Inmate Health Records must be maintained in accordance with HSB 15.12.03, <i>Health Records</i>. 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 Vendor shall:</p> <p>a) ensure all inmates have a health record that complies with HSB 15.12.03;</p> <p>b) safeguard and secure health records and any other documents containing protected health information, in accordance with Procedure 101.006, <i>HIPAA Privacy Policy</i>;</p> <p>c) employ at least two (2) Health Information Specialists (one at the Hospital and one for all Outpatient Units) to ensure compliance with the</p>

Program Management Requirements (PGM)	
No.	Requirement
	<p>standards outlined in HSB 15.12.03, Section III.F., and to serve as records custodian for all active inmates;</p> <p>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;</p> <p>e) process health record transfers in accordance with Procedure 401.017, <i>Health Records and Medication Transfer</i>;</p> <p>f) perform health record vault audits, in accordance with the schedule outlined in HSB 15.12.03; and</p> <p>g) secure and transport records of inmates who have reached End-of-Sentence (EOS), in accordance with HSB 15.12.03, Section XII, <i>Post-Release (EOS) and Deceased Inmates - Health Record Retention and Destruction Schedule</i>.</p> <p>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.</p>
PGM-010	Upon request and in a timely manner, make all nonproprietary records available to the Department for lawsuits, public records, monitoring or evaluation of the health care and hospital services.
PGM-011	<p>Ensure institutional health care and hospital services staff (including Vendor staff and subcontractors) adhere to all requirements outlined in HSB 15.06.04, Offender-Based Information Systems-Health Services (OBIS-HS). All clinical information, outlined in HSB 15.06.04, Section II, shall be data entered within 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.</p> <p>Training, technical assistance and security access will be handled through a tiered approach. The Vendor shall set up an IT support desk and designate</p>

Program Management Requirements (PGM)	
No.	Requirement
	<p>“super users” to serve as the main points of contact to Department staff. The Department will provide staff to coordinate security access requests, and provide train-the-trainer sessions and technical assistance to the super users. This training will be provided prior the transition date and annually thereafter. The Vendor’s super users will be responsible for providing training and technical assistance to regional and institutional health services staff. The Vendor will be responsible for ensuring all staff that needs to have access to OBIS is trained on data entry and reporting requirements.</p> <p>In addition, the Vendor will be responsible for providing staff to participate in all phases of the development and implementation process of electronic health records (EHR), including, but not limited to: requirements documentation, training, user acceptance testing, and transitioning from OBIS.</p>
PGM-012	Nursing Services shall be organized, staffed, and equipped appropriately, to provide competent nursing care in accordance to the level of acuity of patient care provided at RMC.
PGM-013	<p>Documentation: The Vendor shall ensure all direct care staff document health care encounters, in accordance with Department policy and professional standards.</p> <p>All health care encounters with inmate patients shall be documented legibly in the health care record during or immediately following the encounter.</p> <p>Documentation shall be written in black ball point pen ink with the exception of noting orders and allergies in red ball point pen ink.</p> <p>Nursing Documentation shall include:</p> <ol style="list-style-type: none"> 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

Program Management Requirements (PGM)	
No.	Requirement
	<p>exists for issue</p> <ol style="list-style-type: none"> a. S=Subjective data b. O=Objective data c. A=Assessment data d. P=Plan e. I=Interventions f. E= Education and Evaluation <p>5. Signature of writer with title and printed name</p> <p>If necessary, late entries in the medical record shall include:</p> <ol style="list-style-type: none"> 1. Document on the next available line in the medical record. 2. The current date and time of the entry. 3. Late entry for (date of incident/encounter) 4. Documentation information 5. Signature of writer with title and printed name.
PGM-014	<p>The Vendor shall ensure appropriate staff attends all required FDC meetings, including, but not limited to: institutional leadership meetings scheduled by the Warden, and statewide meetings scheduled by the Department, including, but not limited to:</p> <p>Institutional Meetings:</p> <ul style="list-style-type: none"> • 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. <p>Regional Meetings:</p> <ul style="list-style-type: none"> • Involving FDCRegional 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

Program Management Requirements (PGM)	
No.	Requirement
	<p>security.</p> <p>Statewide Meetings:</p> <ul style="list-style-type: none"> • Quarterly Reviews with FDC Senior Management – the Vendor shall develop the agenda and be prepared to (any time after five business days from delivery of agenda) conduct quarterly reviews with FDC senior management of on service operations, including key statistics, challenges and successes, and recommendations for policy improvement. <p>Weekly Contract Management Meetings: an opportunity for the Vendor and Contract Manager to review operational issues, discuss best practices and resolve problems.</p> <p>Pharmacy and Therapeutics Committee meeting: Committee whose members are appointed by the Assistant Secretary of Health Services. Voting members are representative of medical, mental health and dental disciplines. This group meets a minimum of two times per year. The group is responsible for, but not be limited to, the following:</p> <ol style="list-style-type: none"> a. Establishment and maintenance of a comprehensive departmental drug formulary. b. Approval of policies and procedures relating to selection, distribution, handling, use and administration of drugs c. Evaluation of clinical data concerning new drugs or preparations requested for addition to the formulary. <p>Statewide Quality Management 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. Institutional QM meetings are held monthly.</p> <p>Statewide Operational Meetings are usually held in conjunction with the statewide QM meetings and Pharmacy and Therapeutics Committee meeting. The purpose of this meeting is to discuss and resolve issues related to the overall operation of the inmate health care system.</p>

Program Management Requirements (PGM)	
No.	Requirement
PGM-015	<p>The Vendor's leadership team shall be required to maintain regular communication with the Regional Director of Institutions. The Department's Regional Director of Institutions is responsible for overseeing the operation of every institution and satellite facility within his/her assigned region. These communications will involve discussion on issues such as:</p> <ul style="list-style-type: none"> • 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 Vendor's proposed solutions to resolving problems involving health care trends; • plans for new or expanded programs (telehealth, telepsych, etc.); • best practices that could be replicated in other institutions in the region or in other areas of the state; and • general problem solving. <p><u>Institutional Collaborations:</u></p> <p>The Department is charged with providing security for the Vendor'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.</p> <p>The Vendor shall be required to work collaboratively with Department security staff in delivering health care and hospital services as indicated within this ITN. All Vendor staff working under any Contract resulting from this ITN shall be required to follow all laws, rules, and FDC procedures.</p> <p>The RMC Warden has full responsibility for the operation of the RMC Hospital, West Unit, Main Unit and Work Camp. The Warden, or designee(s), will review security requirements specific to RMC, with the Vendor, and establish a schedule of regular meetings with the Vendor's designated institutional health services leadership team. These meetings shall provide a forum for the Vendor to:</p> <ul style="list-style-type: none"> • provide status reports to the Warden;

Program Management Requirements (PGM)	
No.	Requirement
	<ul style="list-style-type: none"> • discuss preparations for upcoming surveys and monitoring visits; • track corrective action related to surveys; and • engage in problem solving, etc. <p>The Vendor 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 Vendor shall also be responsive to the Warden and designee(s) on any issues that arise between the regularly scheduled meetings.</p>
PGM-016	<p>The Vendor shall:</p> <ol style="list-style-type: none"> 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. d) Post license and permits, in accordance with statutory requirements and FDC policy. e) Maintain current copies of the foregoing documents which include, but are not limited to: <ol style="list-style-type: none"> 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 <p>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.</p>

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PGM-017	<p>The Department will not provide any administrative functions or office support for the Vendor (e.g., clerical assistance, office supplies, copiers, fax machines, and preparation of documents), except as indicated in the Contract.</p> <ol style="list-style-type: none"> 1. Space and Fixtures: The Department will provide office space within the Hospital and each Outpatient Unit of the RMC. The FDC shall provide, and maintain, presently available and utilized health space, building fixtures and other items for the Vendor's use to ensure the efficient operation of the Contract. The FDC shall also provide or arrange for waste disposal services, not including medical and hazardous waste disposal, which shall be the responsibility of the Vendor. The Department will maintain and repair the office space assigned to the Vendor, 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 Vendor shall operate the space provided in an energy efficient manner. 2. Furniture and Non-Health Care Equipment: The Department will allow the Vendor to utilize its furniture, and non-health care equipment currently in place in each health services unit and at the hospital. A physical inventory list of all furniture and non-health care equipment currently existing at each institution will be taken by the Department, and the current Vendor, before the Institution's implementation date. All items identified on the inventory shall be available for use by the awarded Vendor. The Vendor is responsible for the lease or purchase of office equipment such as scanners, copiers, etc. The Vendor shall be responsible for all costs associated with non-health care equipment utilized, including all telephone equipment, telephone lines and service lines (including all long distance service and dedicated lines for EKGs 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 Vendor. The Contractor is responsible for maintaining any furniture and non-health care equipment identified on the provided

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	<p>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 Vendor 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.</p> <p>3. Existing Health Care Equipment: The Department and current Vendor will take a physical inventory list of all health care and hospital equipment owned by the Department, before the Contract implementation date. Existing equipment shall be available for use by the Vendor. All inventoried equipment shall be properly maintained, as needed, by the Vendor, and any equipment utilized by the Vendor that becomes non-functional during the life of the Contract shall be replaced by the Vendor, 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 piece of health care equipment damaged, or otherwise found to be beyond economical repair after the Contract start date, will be repaired or replaced by the Vendor, and added to the inventory list. Within 30 days of implementation, the Vendor will advise the Department of any health care equipment that they do not need.</p> <p>4. Additional Equipment: Any health care service or hospital equipment not available in the institutional health services unit upon the effective date of the Contract, which the Vendor deems necessary to its provision of health care services under the terms of the Contract, will be the responsibility, and at the expense of the Vendor. The Department will permit the Vendor, at the Vendor'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 Vendor shall be owned and maintained by the Vendor and shall be retained by the</p>

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	<p>Vendor at Contract termination. Any additional equipment purchased, replaced, or modified by the Vendor shall meet or exceed the Department's standards for functionality, sanitation, and security as determined by the Department's Office of Health Services.</p> <p>5. IT Equipment: The Vendor is responsible for having adequate computer hardware and software needed for staff to perform care, provide required reports, and perform essential functions, required by the Contract. All required computer equipment must be maintained by the Vendor to ensure compliance with the Department information technology standards.</p> <p>6. Health Care Supplies: All supplies required to provide health care and hospital services shall be provided by the Vendor. A physical inventory of all health care and hospital supplies currently existing at each institution will be taken by the Department and the Vendor on or before the new contract implementation date. The Vendor shall strive to have at least a thirty (30) days' supply of health care and hospital supplies, on hand, upon its assumption of responsibility for service implementation at the RMC. A physical inventory of all health care and hospital supplies will also be conducted upon the expiration or termination of this Contract with appropriate credit payable to the Vendor, 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).</p> <p>7. Forms: The Vendor shall utilize Department forms as specified to carry out the provisions of the Contract. The Department will provide an electronic copy of each form in a format that may be duplicated for use by the Vendor. The Vendor shall request prior approval from the FDC Contract Manager should it wish to the modify format or develop additional forms.</p> <p>8. The Vendor shall not be responsible for housekeeping services, food services, building maintenance, the provision of bed linens for inmate</p>

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	housing, routine inmate transportation and security. However, the Vendor shall be responsible for bed linens at the Hospital, and maintaining the hospital and institutional medical outpatient units in compliance with Department policy to include sanitation, infection control, etc., according to Department policy. The Vendor shall be responsible for health care specialty items utilized in the outpatient infirmary or hospital including, but not limited to, treated mattresses, medical/psychiatric restraints materials/devices, and infirmary clothing/gowns.
PGM-018	The Vendor shall establish and maintain a provider network sufficient to ensure the provision of all services outlined in this ITN, and execute subcontracts for hospitalists, physician services, specialty care services and ancillary services.
PGM-019	The Vendor shall develop a Biomedical, Pharmaceutical, and Hazardous Waste Plan, which shall address the definition, collection, storage, decontamination and disposal of regulated waste. The Vendor shall submit a copy of the Biomedical Waste Plan to the Contract Manager within 30 days of Contract execution. If the Vendor executes subcontracts for disposal of waste, it shall provide a list of all waste subcontracts to the Contract Manager at least 30 days prior to the transition date. The Vendor shall provide training on the handling of regulated waste, to staff and inmates, if applicable.
PGM-020	The Vendor's Medical Director shall also assist in the development of the Department's overall institutional emergency plan, at RMC, working closely with the Warden.
PGM-021	The Vendor shall develop and implement a health care emergency plan in accordance with the requirements outlined in HSB 15.03.22, <i>Medical Emergency Care Plan and Guidelines</i> . The plans shall ensure for the immediate response and care of inmates who have health care emergencies. The Vendor shall ensure the plan includes 24-hour emergency coverage, in accordance with HSB 15.03.06, <i>Medical Emergency Plans</i> . The Vendor shall also provide training on HSBs 15.03.06 and 15.03.22 to institutional and hospital staff, and develop and implement a system for ensuring institutional

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	<p>and hospital staff carry out all required emergency activities, including disaster drills and mock codes. The Vendor must participate in all required emergency activities coordinated by the FDC Emergency Operations Center(s).</p> <p>The medical emergency plan shall include the following items at the minimum:</p> <ol style="list-style-type: none"> 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); 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. <p>The report shall be provided to the Warden, Regional Health Services Managers, the Director of Medical Services and Director of Health Services Administration.</p> <p>The Vendor's Health Services Administrator, and Directors of Nursing (Inpatient Hospital and Outpatient), working with the Warden, or his/her designee, will</p>

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	<p>ensure that a written emergency services plan includes the following:</p> <ol style="list-style-type: none"> 1. On-site emergency first aid that is equipped with: <ol style="list-style-type: none"> 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-022	<p>The Vendor shall provide and maintain first aid kits, in all specified locations, within the hospital and outpatient facilities, in accordance with FDC procedure 403.005, <i>First Aid Kits</i>. This includes the purchase and maintenance of Automated External Defibrillators (AEDs).</p> <p>First aid supplies will be those contained in standard first aid kits, and each must contain, at minimum:</p> <ol style="list-style-type: none"> 1. An approved CPR barrier device; 2. At least two (2) pairs of disposable latex gloves (large and medium); 3. The following bandage materials: <ol style="list-style-type: none"> a. roll gauze, b. 2" x 2" gauze pads,

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	<ul style="list-style-type: none"> 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); <p>4. Disinfectant for cleaning wounds; and</p> <p>5. Expiration date, if applicable.</p> <p>The Vendor shall be responsible for purchasing and restocking First Aid Kits in areas described above including satellite facilities.</p> <p>The Vendor shall seal First Aid Box with a sealed numbered plastic security seal after restocking. Vendor shall list the contents, and attach the list to the outside of each First Aid Kit.</p> <p>A Clinician, Registered Nurse or Licensed Practical Nurse, must respond to all medical emergencies immediately, and within no longer than 4 minutes (a First Responder counts as responsive).</p> <p>The Vendor must participate in an annual disaster drill.</p> <p>The Vendor must perform quarterly Mock Codes as outlined in the Vendor Staff Development section of this document.</p> <p>The Vendor shall provide qualified health care staff to respond to Florida Department of Corrections Staff; Vendors; Volunteers; and Visitors, in case of emergency, if one occurs on the premises of RMC. This includes provision of Basic First Aid and Basic Life Support, to stabilize that patient, while awaiting transportation to health care provider in the community.</p>
PGM-023	<p>The Vendor must ensure crash carts are located in all nursing stations within the RMC Hospital.</p> <p>A list of contents must be displayed on the front of each drawer and a list of</p>

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	medical supplies must be attached to the top right front of each crash cart.
PGM-024	<p>The Vendor shall 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.</p> <ul style="list-style-type: none"> • Ensure all staff (including subcontractors) are trained on FDC Procedures 101.006, <i>HIPAA Privacy Policy</i>, and 206.010, <i>Information Technology Security Relating to HIPAA</i>. • Ensure a release of information (FDC Form DC4-711B, <i>Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information</i>) must be obtained for the release of all Protected Health Information, except under the conditions outlined in Procedure 101.006, Specific Procedure 2.
PGM-025	<p>The Vendor shall develop, implement, and manage a system for tracking and ensuring a timely response of all care inquiries or complaints made by: inmates and individuals inquiring on their behalf (family members, personal representatives, elected officials, the 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 Vendor shall provide the documentation to the Assistant Secretary of Health Services or designee in accordance with the following schedule:</p> <ul style="list-style-type: none"> • Urgent Care Issues (examples: cancer, cardiac, neurological, etc.) - require a response within 24 hours • Routine Care Issues – require a response within 72 hours <p>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.</p>
PGM-026	The Vendor shall process all inmate requests, informal grievances and formal

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	<p>grievances in accordance with the following policy directives:</p> <ul style="list-style-type: none"> a. Section 33-103, F.A.C and forms DC6-236 (<i>Inmate Request</i>) and DC1-303 (<i>Request for Administrative Remedy or Appeal</i>) b. HSB 15.02.01, <i>Medical and Mental Health Care Inquiries, Complaints and Informal Grievances</i> <p>The employee in the leadership position or designee(s) shall:</p> <ul style="list-style-type: none"> • serve as the liaison to the Warden, and designee(s), on all issues related to institutional and hospital health care grievances; • process and respond to inmate requests, informal grievances and formal grievances that involve health care services at the institution or hospital, in accordance with policy; • maintain copies of all inmate requests, informal grievances and formal grievances; • 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, <i>Grievance, Inmate Request or Inquiry Log</i>. <p>A release of information (FDC Form DC4-711B, <i>Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information</i>) must be obtained for the release of all Protected Health Information, except under the conditions outlined in Procedure 101.006, Specific Procedure 2.</p>
PGM-027	<p>The Vendor shall 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 Vendor that relate in any way to service delivery as specified in the resultant contract. In addition, the Vendor</p>

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	<p>shall provide copies of the below-indicated reports or documents within seven (7) business days of the Vendor's receipt of such reports or documents:</p> <ul style="list-style-type: none"> 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 Vendor or any of the Vendor's employees; and d) Notices of legal actions and copies of claims. <p>In addition, the Vendor shall cooperate with the Office of Attorney General, State Attorney, or any outside counsel designated by the Department on cases that involve inmate patients who are/were under the Vendor's care.</p>
PGM-028	<p>The Vendor shall process public records requests in accordance with Chapters 119 and 945.10, F.S. (<i>Confidential Information</i>), Chapter 33-102.101, F.A.C. (<i>Public Information and Inspection of Records</i>), Chapter 33-601.901, F.A.C. (<i>Confidential Records</i>) and Department Procedure 102.008 (<i>Public Records Requests</i>). Specifically, the Vendor shall:</p> <ul style="list-style-type: none"> 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 Vendor in conjunction with any contract resulting from this ITN; b) ensure all Vendor 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 RMC; and

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	<p>d) develop and implement a tracking system for all public records requests received and processed.</p> <p>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.</p>
PGM-029	<p>The Vendor shall provide health care services to inmates with impairments, in accordance with HSB 15.03.25, <i>Impaired Inmate Services</i>, and all appendices. The Vendor shall:</p> <ul style="list-style-type: none"> • Notify the Warden 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, <i>Impaired Inmate Management and Service Plan</i>; • Ensure appropriate impairment grades outlined in HSB 15.03.13, <i>Assignment of Health Classification Grades to Inmates</i>, are recorded correctly for all impaired inmates in the DC4-707, <i>Health Appraisal</i>, 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); • Process transfers of impaired inmates, in accordance with FDC Procedure 401.016, <i>Transfers for Medical Reasons</i>; and • Prepare a pre-release plan for each impaired or disabled inmate, in accordance with HSB 15.03.29, <i>Prerelease Planning for Continuity of Health Care</i>. <p>In addition, all impairments that qualify for consideration under the Americans with Disabilities Act (ADA) shall be handled in accordance with Rule 33-</p>

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	<p>210.201, <i>ADA Provisions for Inmates</i>, and FDC Procedure 604.101, <i>Americans with Disabilities Act Provisions for Inmates</i>.</p> <p>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, <i>Americans with Disabilities Act Provisions for Inmates</i>. A psychologist, employed by the awarded vendor of the Mental Health contract shall have these responsibilities, in consultation with the Vendor’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.</p> <p>The Vendor 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.</p>
PGM-030	<p>The Vendor shall provide required initial and annual training Inmate Assistants, in accordance with Procedure 403.011, <i>Inmate Assistants for Impaired Inmates</i>. Responsibilities include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Inmate Assistant training shall be provided by a health care professional designated by the 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

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	<p>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.</p> <ul style="list-style-type: none"> • Prior to the Inmate Assistant assuming his/her duties, the 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. • 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. • The Vendor’s 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-031	The Vendor shall follow and enforce the Department’s Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or

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	<p>neglect of all inmates in secure institutions.</p> <p>The Vendor shall:</p> <ul style="list-style-type: none"> • Ensure compliance with FDC Procedure 602.053, <i>Prison Rape: Prevention, Detection and Response</i>, and HSB 15.03.36, <i>Post Sexual Battery Medical Action</i> • 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 <p><i>PREA is federal law, Public law 108-79, and is now designated as 42 USC 15601. PREA established a zero tolerance standard against sexual assaults and rapes of incarcerated persons of any age.</i></p>
PGM-032	<p>The Vendor shall implement and oversee a health care quality management program in accordance with HSB 15.09.01, <i>Quality Management Program</i>. Specific quality management requirements related to this ITN are outlined in Section 3.4.4. below.</p>
PGM-033	<p>The Vendor shall ensure staff performing services under any Contract resulting from this ITN receive required orientation and training, as follows:</p> <ol style="list-style-type: none"> a. The Department will determine what type and duration of orientation and training is appropriate for the Vendor's staff. Job specific orientation/training with regard to particular policies, procedures, rules and/or processes pertaining to the administration of health and hospital care, and shall be coordinated between the Vendor and designated Department staff. b. The Vendor will be responsible for any and all costs incurred as a result of its staff attending orientation and training, including any wages paid. c. The FDC New Employee Orientation will be provided by the Department before the Vendor's staff begins to provide services on-site. The Vendor shall coordinate with designated Department staff regarding the administration and scheduling of the Vendor's staff new employee orientation.

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	<p>d. The Vendor shall be responsible for ensuring that all Vendor staff complete the required forty (40) hours of 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.</p> <p>e. The Vendor shall, at their expense, track and document all orientation and training as indicated above.</p> <p>f. The Department is not responsible for any required professional or non-professional education/training required for the Vendor's staff.</p> <p>g. The Vendor shall provide trainers/instructors for training relevant to the Department, including, but not limited to: peer support, psychiatric restraint, and suicide prevention.</p> <p>All newly employed Registered Nurses; Licensed Practical Nurses; Certified Nursing Assistants shall receive orientation that includes but is not limited to:</p> <ol style="list-style-type: none"> 1. 15.11.01, Health Services Personnel Orientation and associated Appendices A, B, C, D, E, completing form DC4-654C, Nursing Personnel Orientation Process Checklist. 2. Complete Skills Assessment, DC4-678, Emergency Procedures Skills Checklist. 3. Where to access and review Florida Administrative Code Chapter 33, Departments Procedures, Health Services Bulletins, Health care Manuals and Forms 4. Offender Based Information Management Training 5. Demonstrate competency of knowledge and skills for assigned job.
PGM-034	<p>The Vendor's nursing staff must demonstrate ongoing (annual, quarterly and as needed) competency of skills through competency assessment.</p> <p>Vendors Registered Nurses and Licensed Practical Nurses complete quarterly mock code response training that includes:</p> <ol style="list-style-type: none"> 1. 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

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	<p>critique of drill on , DC4-679, Med Code 99 Emergency Resuscitation Flow sheet and DC4-677, MED Code 99 Critique</p> <ol style="list-style-type: none"> 2. Complete the Emergency Skills Checklist, DC4-678 3. Training on inventory and use of Jump Bag, Emergency Equipment and Emergency Medications.
PGM-035	<p>Nurses shall provide care in accordance with the following:</p> <ul style="list-style-type: none"> • Chapters 381-408, 464, and 945 Florida Statutes (F.S.) • Chapters 59A-3.253 and 64B9, 1-15, and Title 33 of the Florida Administrative Code (F.A.C.) • Departmental procedures, policies, manual, Health Service Bulletins (HSBs), and Forms • National Nursing and Health Care Standards, including, but not limited to: <ul style="list-style-type: none"> ○ The 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 ○ The American Correctional Association (ACA)
PGM-036	Certified Nursing Assistants (CNAs) may only be utilized within the scope of their practice and license.
PGM-037	The Vendor shall maintain copies of nursing orientation, competency and training on-site in either the Health Services Administrator's office or Executive Nursing Director's Office.
PGM-038	The Vendor must maintain all current, and relevant, Department procedures, Health Service Bulletins, Health Service Manuals (Nursing Manual, Infection Control Manual and Blood Borne Pathogen Manual) and forms to ensure

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	unimpeded access to nursing staff at the Hospital and Outpatient Units of RMC, including the Work Camp, so all nursing staff may provide care in accordance with policy.
PGM-039	The Vendor's Medical Director and Executive Director of Nursing shall sign the acknowledgment receipt in the Nursing manual, and maintain the receipt in the Executive Nursing Director's office.
PGM-040	The Executive Director of Nursing must review updates to the Department's Procedures, Health Services Bulletins, Health Care Manuals, and forms, within one week of being published.
PGM-041	The Vendor's Executive Nursing Director or designee (qualified Registered Nurse) must ensure that nursing staff review all associated updates of laws, rules, procedures, bulletins and forms that relate to their work assignments.
PGM-042	The Vendor shall provide additional training, as needed, to promote understanding, and ensure it has the ability to comply with new or revised laws, rules, procedures, bulletins, and forms that relate to their work assignments.
PGM-043	The Vendor shall maintain a sign -in sheet documenting employee's signatures to affirm that each person has read the policies and procedures and understands them.
PGM-044	The Vendor's Nursing staff shall attend education programs in order to increase personal knowledge of infection control practices, including care of the patients exposed to tuberculosis (Tb), Hepatitis, other outbreaks, and wound care.
PGM-045	In order to ensure patient rights are protected in accordance with policy, the Vendor shall: <ul style="list-style-type: none"> • Ensure protected inmate health information is maintained confidential, in accordance with requirements; • 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, <i>Sick Call Process and Emergencies</i>; • Honor an inmate's expressed wishes to refuse medical care, in accordance with 33-401.105, F.A.C, <i>Refusal of Health Care</i>

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	<p><i>Services</i>. Document all refusals on form DC4-711A, <i>Refusal of Health Care Service</i>, and document the refusal in the patient's medical record, in accordance with requirements outlined in 33-401.105 (3), F.A.C;</p> <ul style="list-style-type: none"> • Honor an inmate's right to refuse medications, in accordance with Procedure 403,007, <i>Medication Administration and Refusals</i>, and document medication refusals, in accordance with Procedure 403.007 (4). 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, <i>Psychotropic Medication Use Standards and Informed Consent</i>; • Ensure inmates are allowed to exercise their self-determination rights to establish written instructions to plan for incapacity, in accordance with HSB 15.02.15, <i>Health Care Advance Directives</i> • honor an inmate's expressed wishes to not be resuscitated in the event of respiratory or cardiac arrest, in accordance with HSB.15.02.19, <i>Do Not Resuscitate Orders</i>; and • Ensure all inmates are educated on the policies and procedures contained in this section.
PGM-046	<p>As part of primary health care, health education services will be an important and required component of the total health care and hospital delivery system. The Vendor will provide, upon request from the Regional Director, Warden, or Contract manager, specialized training to security staff, other institutional staff, and inmates on health care related topics. The Vendor will bear all costs associated with this education.</p> <p>Examples of health care related topics include, but are not limited to:</p> <ol style="list-style-type: none"> a) First aid training, cardio pulmonary resuscitation (CPR) certification training b) AED Training for selected staff c) Sprains

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No.	Requirement
	<ul style="list-style-type: none"> 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 <p>This training is not designed to take the place of any medical services offered by the Vendor, but to augment the medical services provided by the Vendor.</p>
PGM-047	<p>Vendor'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, <i>Inmate Health Services Orientation and Education</i>.</p> <p>Nursing staff must document the inmate orientation on the DC4-773, <i>Inmate Health Education</i>, and in OBIS.</p> <p>The Vendor must ensure each inmate receives a copy of NI1-010, <i>Health Services Inmate Orientation Handbook</i>, in English, Spanish or Creole, as appropriate.</p> <p>The Vendor shall provide education to all inmates regarding communicable disease and other health topics at:</p> <ol style="list-style-type: none"> 1. Reception arrival, within 7 days 2. Permanent facility arrival, within 7 days 3. During Periodic Screening(s) 4. Not less than 30 days prior to release <p>Health education is information regarding the prevention of illness and maintenance of a healthy lifestyle. Inmate education shall include topics such as:</p> <ul style="list-style-type: none"> a) Access to health care;

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	<ul style="list-style-type: none"> b) Prevention of communicable diseases (including, but not limited to 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) Complications and care requirements of those with Diabetes; e) Personal and oral hygiene; f) Exercise; g) Heart disease; h) Hypertension; i) Infection control for kitchen workers; j) 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) <p>The Vendor shall ensure that both written and verbal information is provided in a language understood by the inmate, including American Sign Language or Signed English. 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.</p>
PGM-048	The Vendor shall ensure its health care and hospital staff, including subcontractors and other services providers, performing services under this

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No.	Requirement
	Contract, 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, <i>Employee Tuberculosis Screening and Control Program</i> . The Contractor shall provide the RMC Warden with a report, documenting proof of testing. The Vendor shall be responsible for obtaining the Tb screening/testing, and shall bear all costs associated with the Tb screening/testing. Staff will not be allowed on the premises of RMC until the initial and annual screenings are completed, and results are definitive.
PGM-049	<p>The Vendor shall ensure all its staff performing services under this Contract, are vaccinated against Hepatitis B, in accordance with the Department of Health's (DOH's) guidelines prior to the start of service delivery. The Vendor shall provide the FDC Contract Manager, or designee, with proof of vaccination prior to the start of service delivery by the staff member. The Vendor shall bear all costs associated with the vaccination of their staff and all subVendors.</p> <p>Additionally, the Vendor is responsible for vaccinating the Department's institutional and hospital staff, and any other Vendors (not associated with this Contract) providing services at the RMC that at risk for occupational exposure in accordance with the Bloodborne Pathogens Exposure Control Plan. The Department will supply the vaccine for non-Vendor/subcontractor staff.</p>
PGM-050	<p>The Vendor shall participate in Agency For Health Care Administration surveys, Department monitoring reviews, Correctional Medical Authority (CMA) surveys, and American Correctional Association (ACA) accreditation reviews.</p> <p>The Vendor shall:</p> <ul style="list-style-type: none"> • maintain the RMC Hospital and Outpatient Units in a state of audit readiness at all times; • maintain regulatory compliance with Agency for Health Care Administration at the RMC Hospital to retain hospital licensure; • 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 Agency For Health Care

Program Management Requirements (PGM)	
No.	Requirement
	<p>Administration laws and rules; Department policy and contract monitoring requirements, CMA policy, and/or ACA policy, as applicable;</p> <ul style="list-style-type: none"> • develop and manage a SharePoint site where corrective action documentation can be loaded for review by the FDC and the CMA; • manage and track CAPs to ensure all actions are carried out in accordance with the timelines in the approved plans. <p>Note: Following its initial surveys, CMA conducts CAP assessment reviews to determine if corrective action is being carried out in accordance with the CAP. The expectation is that the at least 80% of audit findings shall be corrected and closed by the second on-site CAP assessment visit.</p>
PGM-051	<p>The Vendor shall collaborate with the Federal Bureau of Prisons, County Jails, Private Correctional Facilities, and other correctional jurisdictions on intakes, transfers and discharges. Provide health care and hospital services for inmate patients who are referred from the following programs to institutions covered by this ITN:</p> <ul style="list-style-type: none"> • 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 Vendor 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

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	<p>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.)</p> <ul style="list-style-type: none"> • Private Correctional Facilities - Provide and coordinate health care and hospital services for all inmates transferred from private facilities to the Department's institutions. The Vendor shall work cooperatively with private facility staff on transfers to and from these facilities. <p>Note: Currently, there are approximately 10,000 inmates housed in seven (7) private correctional facilities managed under contracts by the Department of Management Services (DMS). The Department retains final decision-making authority regarding the transfer of inmates between the Department institutions and private correctional facilities. The Vendor shall coordinate all care for inmates from private correctional facilities through the Department's designee, to ensure they are appropriately processed.</p>
PGM-052	<p>When an inmate with a serious medical issue is released from RMC, the Vendor must identify the inmate's health conditions, during the pre-release stage, to identify community resources to meet the inmate's needs. Planning should include, at a minimum, a continuing medication supply of 30-days, which should be provided upon release, unless clinically contraindicated, or unless appointments for follow up care with outside providers have been scheduled to take place earlier than 30 days.</p> <p>The Vendor shall:</p> <ul style="list-style-type: none"> • Provide adequate staffing to coordinate discharge planning at the hospital and outpatient units at RMC. Discharge planning includes referrals to appropriate community health care settings, and participation in the discharge planning process, to promote continuity of care, and including the 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

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No.	Requirement
	<p>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.</p> <ul style="list-style-type: none"> • Coordinate inmate release issues with the Department's Office of Health Services, Office of Re-Entry, and Bureau of Admission and Release, to help assist inmates as they prepare to transition back into the community. • Coordinate the health care portion of the Department's Re-Entry initiative.
PGM-053	<p>The Vendor shall provide a system for reviewing, processing, and paying all claims and invoices for services provided under this ITN.</p> <p>The Vendor is fully responsible for all work performed under this Contract. The Vendor 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 Vendor enters into with respect to performance of any of its functions under this Contract, shall relieve the Vendor of any responsibility for the performance of its duties. All subVendors, 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.</p>
PGM-054	<p>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.</p> <p>Telehealth Services may be offered under the following conditions:</p> <ul style="list-style-type: none"> • The Vendor must submit a plan to be approved by the Assistant Secretary 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

Program Management Requirements (PGM)	
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	<p>services at the RMC, or one of the Vendor's regional offices in Florida.</p> <ul style="list-style-type: none"> • 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-055	<p>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 for the provision of medical services at designated Department institutions. 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, <i>Chronic Illness Monitoring and Clinic Establishment Guidelines</i> and Attachment 6, <i>Immunity Clinic</i>).</p> <p>The <u>Department</u> will provide the following support for the program:</p> <ul style="list-style-type: none"> a. The Department will pay for the CHD clinical team services and pharmaceuticals associated with the 340b program. b. The Department 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 Vendor and the DOH/CHDs on issues requiring problem resolution. <p>To provide support for this program, the Vendor shall:</p>

Program Management Requirements (PGM)	
No.	Requirement
	<ul style="list-style-type: none"> 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). f. Perform, at their 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 Vendor's role is to verify that services were provided and advise the Department of any discrepancies.

Program Management Requirements (PGM)	
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PGM-056	<p>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.</p> <p>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.</p> <p style="padding-left: 40px;">The <u>Department</u> will provide the following support for the program:</p> <ol style="list-style-type: none"> 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. c. A Peer Educator at Central Florida Reception Center to train inmates to become HIV Educators to their inmate peers. <p style="padding-left: 40px;">The <u>Vendor</u> shall provide the following support for the program:</p>

Program Management Requirements (PGM)	
No.	Requirement
	<ul style="list-style-type: none"> 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, Florida Administrative Code (<i>Refusal of Health Care Services</i>). Refusals must be documented on FDC Form DC4-711A, <i>Refusal of Health Care Services</i>. <p>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.</p>
PGM-057	The Department has had previous working relationships with Nova Southeastern University and the University of Florida for the provision of interns, residents and/or students. Any Vendors responding to this ITN shall continue the relationships with these universities and/or propose other partnerships that encourage Florida students to consider careers in correctional health and hospital care.
PGM-058	The Vendor shall 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

Program Management Requirements (PGM)	
No.	Requirement
	<p>accordance with HSB 15.09.04, <i>Utilization Management Procedures</i>, Section VII.</p> <p>In addition, the Department must approve all non-emergent transfers to RMC Hospital.</p>
PGM-059	<p>The Vendor shall provide health care services at the RMC Work Camp, in accordance with HSB 15.07.02, <i>Health Services for Inmates in Community Facilities</i>. The Contactor shall:</p> <ul style="list-style-type: none"> • 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; • 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-060	<p>Vendor staff (employees and subcontractors) shall be required to follow all Department security requirements. The Warden and his /her designee have full operational control of all aspects of RMC. Vendor 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, incident reporting; etc.</p>
PGM-061	<p>The Vendor is expected to coordinate outside referrals with the Department for security and transportation arrangements. Vendor staff shall not provide personal transportation services to inmates. Scheduled off-site services (including specialty consults and non-RMC hospital care) should be as physically close to RMC, as possible. For every round trip that exceeds 50 miles on the officer's mileage log, the Vendor 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 <u>plus</u> \$0.445/per mile (after the initial 50 miles). Mileage shall be calculated door-to-door from RMC to the appointment</p>

Program Management Requirements (PGM)	
No.	Requirement
	<p>site, and back to the institution, taking the most direct route.</p> <p>Exceptions to the Trip Fee are as follows:</p> <ul style="list-style-type: none"> • 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. <p>This requirement does not apply to inmate transfers/movements and/or referrals between institutions for security or health related needs directed by the Department.</p>
PGM-062	<p>When an inmate is experiencing an emergent or urgent health problem, and that problem is brought to the attention of institution or security personnel, health care and hospital staff must be prepared to address that problem immediately. This response may consist of permitting the patient to report, or be escorted to the health services unit/infirmery, for evaluation, or permit health services personnel to the patient's location. The Vendor must plan in advance for the management of emergency services, and must maintain an "open" system capable of responding to emergency circumstances as they occur.</p>
PGM-063	<p>Vendor staff are required to report various incidents, as described in Procedure 602.008, Incident Reports-Institutions:</p> <p>(1) When an event occurs that is not fully documented in another form or information is received which requires written notification and/or documentation, an "Incident Report," DC6-210, will be initiated by the employee:</p> <ul style="list-style-type: none"> (a) involved in the event; (b) who witnessed the event; or (c) who received the information. <p>(2) An incident report (DC6-210) will always be filled out:</p> <ul style="list-style-type: none"> (a) by staff who participate in or witness a use of force event;

Program Management Requirements (PGM)	
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	<p>(b) by medical staff when restraints are applied without use of force in accordance with Rule 33-602.210(13), F.A.C;</p> <p>(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</p> <p>(d) regarding 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.</p> <p>(3) The incident report (DC6-210) will include:</p> <p>(a) the date,</p> <p>(b) time of the event, and</p> <p>(c) a concise description of the event or the inmate’s behavior.</p> <p>(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.</p> <p>(5) <u>REPORTING OF INCIDENT:</u> 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</p>

Program Management Requirements (PGM)	
No.	Requirement
	notification to the Shift Supervisor.
PGM-064	<p>Additionally, Vendor staff should be familiarized with their responsibilities within the below procedures:</p> <ul style="list-style-type: none"> • 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* • 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 <ul style="list-style-type: none"> 1. Vendor shall have their staff read and sign form. 2. Vendor shall maintain a copy of the signed form for each staff member that has contact with inmates.
PGM-065	<p>The Vendor shall comply with the Department's procedure on Tools & Sensitive Items.</p> <p>This includes, but it not limited to the following item: hypodermic needles, syringes, and medical tools.</p> <p>Reserves of these supplies shall be stored in a secured area, located behind a locked door, with a restricted key.</p> <p>The minimum number of syringes, needles, scalpels, and blades needed for</p>

Program Management Requirements (PGM)	
No.	Requirement
	<p>institutional medical or hospital operations, shall be available for daily use, and remain in a locked storage area, until removed for use on a specific inmate patient.</p> <p>An inventory of needles/syringes and scalpels/blades, shall be constantly updated and must be maintained on the Syringes and Other Sharps Control Log DC4-765S.</p> <p>The inventory shall be updated as items are removed from the storage area for use.</p> <p>Inventories of working stocks shall be conducted during each shift, and shall be recorded on the DC6-284.</p> <p>Any lost hypodermic apparatus, and/or medical tool, must be reported to the Chief of Security, or Warden, immediately.</p> <p>The DC6-284 will be utilized to record weekly inventories of reserve/bulk stocks of needles, syringes, scalpels and blades, to ensure counts are accurate as reflected on the "Reserve/Bulk Sharps Inventory," DC4-765R.</p> <p>The DC4-765R will be updated as items are removed from bulk stock storage areas to replenish daily working stocks.</p>
PGM-066	<p>The Chief of Security, and Contract Health Services Administrator, shall coordinate guidelines for the safe handling of dangerous medications, hypodermic apparatuses, and medical tools. They will ensure restriction of keys to those health care, hospital, and administrative staff that have been pre-approved for access to these items.</p> <p>Medical staff, assuming duties at posts that are authorized to use keys twenty-four (24) hour will inventory and count the keys received, notifying the control room of her/his findings.</p>

Program Management Requirements (PGM)	
No.	Requirement
	<p>Keys shall not be:</p> <ol style="list-style-type: none"> 1. left hanging in locks, 2. kept in office desk drawers, 3. left lying on a desk, 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. <p>In the event a key is lost, misplaced, or damaged, health care and hospital staff shall report the incident to the Chief of Security, Shift Supervisor, or Warden immediately, so that adequate safeguards may be implemented.</p> <p>The Vendor shall complete a DC6-210, Incident Report detailing the circumstances of the incident of the lost, misplaced, or damaged keys.</p> <p>Under no circumstances shall an inmate be permitted to handle security keys and locks, or be allowed to work on or make repairs to any locking device.</p>
PGM-067	<p>The Vendor must ensure it has the ability to track and report its performance, regarding all performance measures, on a monthly, quarterly, and annual basis. Vendors 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.</p>

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.	95% compliance, per institution	Monthly	\$2,500 per percentage point, or fraction thereof
PM-003	All monitoring visits and CMA surveys should have all findings cured by the second CAP assessment.	80% compliance	Monthly	\$3,000 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-004	All AHCA surveys shall have all deficiencies cured, as directed by ACHA.	95% compliance	Monthly	\$3,500 per percentage point, or fraction thereof

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 covered by this ITN.
DEL-PGM-2 Documentation of Vendor Organization	Within five (5) business days of Contract Execution, and annually thereafter	Overview of Vendor organization, specifically those staff assigned to the services included in this ITN, include an organization chart, staffing plan, and other relevant organizational information.

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-PGM-3 Staff Review Report	Quarterly by the 10 th of the month following the quarter	List of personnel on staff, including staff who have been added and/or removed since the prior report, titles, start date, date of required trainings, credentials (as applicable), and date of successful background screening. In addition, the report should list vacant positions and the length of each vacancy.
DEL-PGM-4 Monthly Performance Measure Report	By the 10 th of each month	Document actual performance in each service area, against each contracted performance measure.
DEL-PGM-5 Quarterly Performance Measure Report	By the 10 th of each month	Document actual performance in each service area, against each contracted performance measure.
DEL-PGM-6 Annual Performance Measure Report	By the 10 th of each month	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 Vendor 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

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
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 Vendor's plans for transitioning to another Vendor 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 delivered within the secure environment of correctional institutions. This includes services provided to inmates, both in the reception process and at their permanent institution, including 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 one of the two current Vendors, depending on the facility location. The Vendor'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. Vendor staff needs 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 Vendor should take into account the staffing required to not only appropriately staff the health services/infirmery 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.

In addition, the Community Cancer Center of North Florida was established within the secure perimeter of RMC.

The Vendor will collaborate and coordinate with the Cancer Center as much as feasible in providing diagnostic services and treatment for inmates diagnosed with cancer.

Until December 2010 the Department of Corrections transported inmates to outside facilities for radiation treatments and related diagnostics. Transporting inmates to a distant site increased security risks and the cost of cancer care, as well as, lowered patient compliance because of transport and wait time inconvenience.

For these reasons a Cancer Center was constructed within the secure perimeter at Reception and Medical Center Lake Butler, Florida. The new facility represents the nation's first radiation oncology center inside a prison. The Community Cancer Center of North Florida funded the facility in a public-private partnership with the State.

The Cancer Center is equipped for comprehensive conventional and stereotactic Intensity-Modulated Radiation Therapy (IMRT) treatment and positron emission tomography (PET) / Computerized Axial Tomography (CAT) diagnostic imaging procedures performed by contract staff and chemotherapy administered by RMC Hospital staff. Ten treatment stations are used for chemotherapy to avoid backlogs in scheduling care. Because of location within the prison, inmates can more easily get to their appointment and are therefore less likely to refuse care.

Savings in transportation costs alone are expected to be significant. In addition, because of a pre-negotiated rate the Department is able to avoid escalating cost of oncology treatment.

3.4.2.3 Institutional Care Minimum Requirements

Institutional Care Requirements (IC)	
No.	Requirement

Institutional Care Requirements (IC)	
No.	Requirement
IC-001	The Vendor 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.
IC-002	<p>Physician's Orders: Physician's orders shall be 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.</p> <p>All physician orders shall be implemented by the nursing staff as directed by the clinician.</p> <p>All Stat and now orders shall be noted and transcribed by the Registered Nurse or Licensed Practical Nurse immediately following the clinician's written or verbal order.</p> <p>Infirmiry orders shall be noted and transcribed by the Registered Nurse or Licensed Practical Nurse within two hours the of clinician's verbal or written order.</p> <p>Outpatient clinic clinician orders shall be noted and transcribed by the Registered Nurse or Licensed Practical Nurse on the shift written or no later than the next day shift.</p> <p>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).</p> <p>All telephone orders shall be preceded by the abbreviation "T.O." written by the Registered Nurse or Licensed Practical Nurse.</p> <p>All telephone orders shall be repeated back to the clinician to ensure accuracy of the order and documented as such.</p> <p>All telephone orders documented by the Registered Nurse or Licensed Practical</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>Nurse shall be countersigned by a prescribing clinician as soon as possible and no later than the next business day.</p> <p>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.</p>
IC-003	<p>Medical Holds: The Clinician shall document Medical holds on the "Health Services Profile," DC4-706 in accordance with 15.02.02, Health Care Clearance/Holds.</p> <p>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.</p>
IC-004	Nursing Services shall be organized, staffed, and equipped to provide competent nursing care according to the level of acuity of patient care provided at that institution.
IC-005	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-006	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-007	Where inpatient care is provided (the RMC Hospital and Infirmary) Registered Nurse(s) shall be available on-site to provide inpatient nursing care at all times.
IC-008	The Vendor'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-009	<p>Intake and Reception Process: Vendor 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</p>

Institutional Care Requirements (IC)

No.	Requirement
	<p>New Commitments.</p> <p>The Registered Nurse or Licensed Practical Nurse shall provide each newly committed inmate an "Authorization for Health Evaluation and Treatment," DC4-711C, to sign prior to screening and evaluation.</p> <p>The Registered Nurse or Licensed Practical Nurse shall witness inmate's signature on the DC4-711C and once signed by inmate the licensed nurse will also sign and stamp the form as a witness.</p> <p>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.</p> <p>A Registered Nurse or Licensed Practical Nurse, if inmate's current health is stable, 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 hours at receiving facility.</p> <p>If the DC4-781, County Jail To DC Health Information and Transfer Summary, indicate the inmate is currently prescribed psychotropic medication, but properly packaged and identified medication did not accompany the inmate then the Medical Vendor Clinician shall continue the current prescription for up to ten (10) days, including non-formulary medication.</p> <p>Nursing staff shall immediately refer to mental health staff 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 <i>Suicide and Self- Injury Prevention</i>.</p> <p>Any inmate who needs immediate mental, dental, or medical services will be identified and referred by the Registered Nurse or Licensed Practical Nurse to respective specialties for evaluation and appropriate treatment.</p>

Institutional Care Requirements (IC)

No.	Requirement
	<p>Any inmate identified as impaired or disabled who requires special accommodations shall be referred to the clinician for evaluation of her/his needs. The Warden or designee shall be notified of the impairment and recommended accommodation needs.</p> <p>Communicable diseases shall be documented on the "Communicable Disease Record," DC4-710.</p> <p>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 the medication is unidentifiable or there is a clinical reason, the inmate must be referred to a clinician.</p> <p>Every effort will be made to ensure continuity of medication in accordance with "Pharmacy Operations," Health Services Bulletin 15.14.04.</p> <p>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.</p> <p>Reception Laboratory Tests are required for all newly committed inmates and shall be collected or performed by trained qualified health care staff.</p> <p>Following arrival, newly committed inmates will receive the following tests within seven (7) days prior to receiving a comprehensive Health appraisal:</p> <ol style="list-style-type: none"> 1. Rapid Plasma Reagin; 2. Complete Blood Count; 3. Urinalysis by dipstick; 4. Sickle Cell Screening (if clinically indicated by intake Physician); 5. Random Blood Glucose (if blood pressure reading is 135/80 or higher or has history of diabetes); 6. 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); 7. Electrocardiogram (only if clinically indicated by intake Physician); 8. Stool Hemocult on all inmates fifty years (50) of age or greater;

Institutional Care Requirements (IC)	
No.	Requirement
	<p>9. 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</p> <p>10. Other tests, as determined by the clinician.</p> <ul style="list-style-type: none"> a. 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, b. If the inmate consents to the test, s/he will sign a “Consent for HIV Testing,” DC4-783. c. If an inmate already has a previous positive diagnosis of HIV, a HIV Viral Load will be ordered, instead of repeating the Western Blot or ELISA. <p>11. Pregnancy Test (females without history of hysterectomy)</p> <ul style="list-style-type: none"> a. If confirmed pregnant upon arrival at the Reception Center perform the following tests: <ul style="list-style-type: none"> i. HIV ii. Hepatitis B iii. Gonorrhea and chlamydia will be collected by clinician during initial physical examination (health appraisal). <p>The clinician may order further diagnostic procedures if clinically indicated.</p>
IC-010	<p>Health Appraisal:</p> <p>Newly committed inmates shall receive a complete health appraisal and physical examination within fourteen (14) days of incarceration at the reception center.</p> <p>This health appraisal will include a socio-medical history, a physical examination, and assignment of initial health grade by a clinician (Clinical Associate or Advanced Registered Nurse Practitioner or Physician).</p> <p>The health appraisal shall include:</p> <ul style="list-style-type: none"> 1. A thorough socio/medical history with: 2. Present illness and health problems; 3. Current medications; 4. Medical history;

Institutional Care Requirements (IC)

No.	Requirement
	<ol style="list-style-type: none"> 5. Mental health history; 6. Previous hospitalizations; 7. Surgical history; 8. History of any sexually transmitted diseases; 9. Childhood diseases; 10. Chronic conditions; 11. Family history of any significant medical problems (e.g., cancer, tuberculosis, diabetes, heart disease, etc.); 12. Social history, especially drug abuse and sexual activity (frequency, number of partners, orientation, or preference); and 13. Immunization history. <p>The Problem List, DC4-730, shall also be completed.</p> <p>The physical examination, also known as the Initial Physical Exam (IPE), shall include:</p> <ol style="list-style-type: none"> 1. A review of systems; 2. Digital rectal exam, if indicated; 3. Visual screening; and 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: <ol style="list-style-type: none"> 6. Gynecological and obstetrical history; 7. Pelvic examination; 8. Pap smear done between the ages of twenty-one (21) and sixty-five (65) (exception: women who have had a total hysterectomy); 9. Vaginal and cervical smears for Gonorrhea and Chlamydia; 10. Baseline mammography for inmates aged fifty (50) years or older (the clinician has the discretion to begin earlier if clinically indicated); 11. Pregnancy test; and 12. Prenatal referral for all pregnant inmates. <p>Any deviations from the above shall be documented on the DC4-701, Chronological Record of Health care.</p> <p>The Clinician (Clinical Associate or Advanced Registered Nurse or Physician) shall:</p> <ol style="list-style-type: none"> 1. Review, initial, stamp, and date all laboratory results; and

Institutional Care Requirements (IC)

No.	Requirement
	<p data-bbox="331 240 1056 272">2. Review any transfer information from the county jail.</p> <p data-bbox="285 310 1360 415">The health appraisal shall be documented on the Health Appraisal, DC4-707, or appropriate Offender Based Information Screen. In addition the Problem List, DC4-730, shall also be completed.</p> <p data-bbox="285 464 1268 532">The clinician shall provide additional care as needed based on their findings following the initial physical examination.</p> <p data-bbox="285 578 1325 683">A Clinician (Clinical Associate or Advanced Registered Nurse or Physician) shall document additional assessment and treatment on the DC4-701, Chronological Record of Health care and appropriate Offender Base Information Screen.</p> <p data-bbox="285 732 1318 878">Upon completion of the inmate’s health appraisal the Practitioner will assign the appropriate health grades and document on form DC4-in accordance with Assignment of Health Classification Grades to Inmates, Health Services Bulletin 15.03.13.</p> <p data-bbox="285 927 1346 1073">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 “Chronic Illness Monitoring and Clinic Establishment Guidelines,” Health Services Bulletin 15.03.05.</p> <p data-bbox="285 1122 1339 1300">The Vendor shall 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 his Family Physician, order further testing or radio-imaging if clinically indicated.</p> <p data-bbox="285 1317 1360 1382">A hard copy of all Offender Based Information Screens shall be created and placed in the inmate’s medical record.</p> <p data-bbox="285 1430 1373 1463">Upon completion of the health services intake and reception process, the inmate will</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>be considered medically ready to transfer to a permanent institution.</p> <p>The clinician shall determine if the inactive record needs reviewing.</p> <p>Inactive medical records for inmates previously incarcerated are available by clinician order.</p> <p>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.</p> <p>Staff shall forward records that arrive after the inmate transfers to the institution where the inmate is located.</p>
IC-011	<p>Inmate Transfers-Sending Facility:</p> <p>The Vendor shall provide services in accordance with Procedures 401.017, Health Records and Mediation Transfer, 401.016, Medical Transfers and Nursing Manual.</p> <p>Prior to an inmate transferring, the Registered Nurse or Licensed Practical 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.</p> <p>The Registered Nurse or Licensed Practical Nurse shall complete the top section of the DC4-760A, Health Information Transfer/ Arrival Summary, for Intersystem transfers, including transfers to departmental inpatient units (CSU, TCU), and out to court prior to departure from sending facility.</p> <p>Any pending laboratory results for a transferring inmate shall be documented on the DC4-760A.</p> <p>Laboratory results received after inmate transfer shall be mailed to the inmate's permanent institution.</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>Health services 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.</p> <p>Direct observed therapy A.M. medications shall be administered by licensed nurse prior to the inmate departing the institution.</p> <p>In Transit Receiving Facility: The Registered Nurse (RN) or Licensed Practical Nurse (LPN) should complete DC4-760A, Health Information Transfer/ Arrival Summary, In Transit Section within 8 hours of an inmate's arrival to the Transit institution. Health care 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.</p> <p>Permanent Receiving Facility: A Registered Nurse or Licensed Practical Nurse shall complete DC4-760A, Health Information Transfer/ Arrival Summary, Permanent Section within 8 hours of inmate's arrival to permanent institution.</p> <p>A Clinician shall review the health record and the DC4-760A, Health Information Transfer/ Arrival Summary within seven (7) days of arrival.</p> <p>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.</p>
IC-012	<p>Scheduled Medical Transfers: When sending an inmate to a local hospital for a scheduled appointment, procedure, or to an outside consult, a Consultation Request/Consultant's Report, DC4-702, shall be completed by the health services staff.</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>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 medical records staff.</p> <p>Upon return, a DC4-701 chronological note shall be made by licensed nursing staff reflecting the inmate's return and medical condition upon return.</p> <p>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).</p> <p>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.</p>
IC-013	<p>Emergency Transfer of Inmate to Outside Hospital:</p> <p>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.</p>
IC-014	<p>Return from Outside Hospital:</p> <p>The Vendor shall provide continuity of care to inmate patient who returns from the local hospital; communicate with hospitalist in charge of the case to monitor progress of inmate patient during hospitalization.</p> <p>The Vendor's clinician shall assess all inmate patients upon discharge from hospital; obtain copy of hospital record to file in FDC record. Provide treatment plan as recommended for continuity of care.</p>
IC-015	<p>Transfer to Court/County Jail:</p> <p>The Registered Nurse or Licensed Practical Nurse shall complete the top section of the DC4-760A, Health Information Transfer/ Arrival Summary for Intersystem transfers when inmates are transferred to a court or county jail.</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>The original DC4-760A will remain in the health record.</p> <p>The letterhead envelope will be addressed to the attention of the Chief of Security at the county jail and marked "CONFIDENTIAL CONTAINS PROTECTED HEALTH INFORMATION".</p>
IC-016	<p>Sick Call: The Vendor shall provide services in accordance with Procedures 403.006, Sick-Call Process and Emergencies and Nursing Manual.</p> <p>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.</p> <p>Licensed Nursing staff shall provide a health care services orientation immediately upon arrival, to include access to sick-call.</p> <p>Sick call shall be provided in a clinical setting at least 5 days a week by a Registered Nurse.</p> <p>Inmate requests for sick call services are available to inmates on a daily basis.</p> <p>Inmates may sign up for sick call daily by:</p> <ol style="list-style-type: none"> 1. Signing up on the Inmate Sick-Call Sign Up Log, DC4-698B and then completing a DC4-698A, Inmate Sick-Call Request, upon arrival or 2. Completing a DC4-698A, Inmate Sick-Call Request and placing it in a secured box that the health care staff access and collect daily or 3. Completing a DC6-236, Inmate Request Form <p>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.</p> <p>Registered Nurse will triage (1. Emergent, 2. Urgent, 3. Routine/Non-urgent) all sick call requests and log them on the DC4-698C, Sick Call Triage Log.</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>Inmates shall be seen by the Registered Nurse according to triage priority:</p> <ol style="list-style-type: none"> 1. Emergent patient is seen immediately. 2. Urgent patient is seen within twenty four hours. 3. Routine patient is seen timely (not exceed one week from request). <p>A Registered Nurse shall complete an assessment on the inmate and document using the appropriate DC4-683 series protocol.</p> <p>The Registered Nurse shall implement the plan as outlined on the appropriate DC4-683 protocol.</p> <p>A Registered 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.</p> <p>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.</p>
IC-017	<p>Sick Call Special Housing:</p> <p>The Vendor shall provide services in accordance with Procedures 403.003, Health Services For Inmates In Special Housing and Nursing Manual.</p> <p>Inmates in special housing shall have access to sick call seven (7) days a week.</p> <p>An inmate in special housing will use a DC4-698A to sign-up for sick call.</p> <p>Nursing staff will initial and date the DC4-698A white copy upon receipt.</p> <p>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</p>

Institutional Care Requirements (IC)

No.	Requirement
	<p>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.</p> <p>Confinement inmates requesting sick call shall be added daily to the DC4-698C in order of triage priority as noted in Sick Call Section of this document.</p> <p>A list of inmates who have requested sick call shall be provided to security staff, using the DC4-698B.</p> <p>The following conditions/problems may be addressed at the cell front (vital signs are still required) at the discretion of the Registered 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:</p> <ol style="list-style-type: none"> 1. Headache without visual changes; 2. Insect bites; 3. Blisters; 4. Calluses/corns; 5. Simple rash; 6. Jock itch; 7. Sinus; 8. Sore throat; and/or Mild sunburn <p>The Registered 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. Vital signs are still required for these complaints.</p> <p>Inmates with vital signs outside the normal parameters will be assessed outside of the cell.</p> <p>The Registered 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.</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>Complicated or special procedures will continue to be performed in the health services department, as the clinician deems necessary.</p> <p>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 health services department.</p> <p>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 immobilization devices, a new "Risk Assessment for the Use of Chemical Restraint Agents and Electronic Immobilization Devices," DC4-650B, shall be completed by licensed nurse and a copy given to security staff replacing the previous DC4-650B.</p> <p>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. 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.</p> <p>Copies of the DC4-698B (for special housing only) will be maintained in a file by the Institution Director of Nursing or Health Services Administrator for six (6) months and then discarded.</p> <p>Copies of the DC4-698A will be maintained in the same manner as open population.</p>
IC-018	<p>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.</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>The Registered Nurse will make an immediate clinician referral for the following types of complaints:</p> <ol style="list-style-type: none"> 1. Respiratory distress 2. Chest pain 3. New onset of change in mental status 4. New onset of neurological deficits <p>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.</p> <p>Inmates who present to sick call three times with the same complaint as unresolved will be referred to a clinician.</p> <p>The Vendor'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.</p>
IC-019	<p>Inmate Emergencies (self-declared or staff referred):</p> <p>The Registered Nurse or Licensed Practical Nurse shall provide inmates a health care services orientation immediately upon arrival that includes how to access emergency health care when needed.</p> <p>The Vendor's clinician shall provide urgent care or emergency care to inmate patients in case of emergencies, either self-declared by inmate, referred by nursing 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.</p> <p>Physician consultation shall be provided after hours, on weekends and holidays, by the On-Call Physician, who is available to the RN by telephone, and able to return to the institution to provide services as needed.</p> <p>The Registered Nurse or Licensed Practical Nurse shall respond to medical emergencies declared by inmate or referred by staff as soon as possible but no</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>longer than four (4) minutes (arrival of First Responders satisfy the 4 minute response time).</p> <p>Health care emergencies with possible loss of life or limb will be dealt with immediately by the senior health care staff member and/or the local emergency management system (EMS) depending on the level of emergency.</p> <p>A Licensed Practical 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.</p> <p>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.</p> <p>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.</p> <p>If a complaint is determined to be an emergency that needs specialized care not available at RMC, staff should transfer inmate, in accordance with the <i>Transfer Section</i> to an outside hospital, and shall complete forms (DC4-701C, Emergency Room Record, DC4-708, Diagram of Injury and DC4-781M, Emergency Nursing Log).</p>
IC-020	<p>Periodic screening</p> <p>This encounter shall be completed every five years until the inmate is fifty years of age, and yearly thereafter, in accordance with HSB 15.03.04 <i>Periodic Screenings</i>.</p> <p>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.</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>The following diagnostic tests will be performed seven (7) to (14) days prior to the Periodic Screening Encounter:</p> <ol style="list-style-type: none"> 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. 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 an inmate who quit smoking in the previous 15 years, and had a one-pack-per-day smoking habit for 30 years or more.
IC-021	<p>Female Health Examinations-These are to be performed in accordance with 15.03.04, Periodic Screening and 15.03.24, Breast Cancer Screening/Mammograms.</p> <p>A Clinician will perform Gynecological examination and findings will be recorded on DC4-686, <i>Gynecological Examination</i>.</p> <ol style="list-style-type: none"> 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 fifty years of age and every two years thereafter. The Clinician has the discretion to begin this study earlier or perform mammography more frequently. <p>The Vendor shall provide all inmates communicable disease and health education at:</p> <ol style="list-style-type: none"> 1. Reception within 7 days of arrival and 2. Receipt at permanent facility within 7 days of arrival and

Institutional Care Requirements (IC)	
No.	Requirement
	<p>3. During Periodic Screening and</p> <p>4. Prior to End of Sentence no less than 30 days prior to release.</p>
IC-022	<p>Pregnant Inmates: The Vendor shall provide services in accordance with HSB 15.03.39, Health Care for Pregnant Inmates.</p> <p>An 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.</p> <p>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.</p> <p>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 will include a discussion of the availability of treatment if the pregnant inmate tests positive. The HIV counseling will be documented on DC4-812, <i>STD Counseling for Pregnant Inmates</i>. 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).</p> <p>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</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>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, <i>STD Counseling for Pregnant Inmates</i>.</p> <p>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.</p>
IC-023	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-024	<p>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).</p> <p>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.</p>
IC-025	<p>Respiratory Therapy Services</p> <p>The Respiratory Therapy Department at the RMC Hospital provides patient care services to both inpatients and outpatients. Diagnostic testing is made available to other regional facilities by using the consult referral. Specialized medication delivery systems are utilized to provide cost effective treatments and screening peak flows along with pulmonary function testing is offered.</p>

Institutional Care Requirements (IC)

No.	Requirement
	<p><u>AREAS OF RESPONSIBILITY</u></p> <ol style="list-style-type: none">1. Arterial Blood Gases2. Documentation and testing of blood gas analyzer in accordance with CAP guidelines3. Oxygen therapy: Mask, Nasal Cannula, Venturi, Aerosol4. Pulse Oximetry5. Bedside Spirometry6. Pulmonary Function Studies: Pre/Post bronchodilator Spirometry, DLCO, Lung Volumes7. Sputum collection and induction8. Suctioning techniques: orotracheal, nasotracheal, tracheostomy tube, stoma9. Passive nebulizer aerosol medications10. Incentive Spirometers11. CPR with intubation12. Peak flow screens13. Oxygen tank availability: E & H14. CPAP/BiPAP therapies15. Ventilator management and monitoring16. Quality Assurance

Institutional Care Requirements (IC)	
No.	Requirement
	<p>17. Monthly CPAP Clinic</p> <p>18. Respiratory staff training, orientation, and scheduling</p> <p>19. Maintain respiratory monthly workload census</p> <p>20. Assist pulmonary specialist procedures</p> <p>21. Tracheostomy management and care</p> <p><u>RESPIRATORY THERAPY PERFORMS THE FOLLOWING SERVICES:</u></p> <ol style="list-style-type: none"> 1. Maintain logs for daily quality control s and quarterly proficiency testing of blood gas analyzer. 2. Maintain documentation for the OMNI 1 blood gas analyzer in accordance with CAP (College of American Pathologists). 3. Aerosolized medication delivery with passive nebulizers. 4. Patient assessment pre and post respiratory treatments including breathe sounds assessment, heart rate, respiratory rate, pulse oxymetry, and evaluation of treatment efficacy. 5. Sputum collection/induction for laboratory analysis including AFB. 6. Arterial blood gases performance and interpretation 7. Pulmonary Function Test performed including flow-volume loop, diffusion lung capacity and lung volumes. 8. Routine oxygen set up to include nasal cannula, face mask, trach mask, T-piece. 9. Incentive spirometry.

Institutional Care Requirements (IC)

No.	Requirement
	<p>10. Provide support during emergency codes with airway maintenance.</p> <p>11. Set up, stock, and order oxygen tanks.</p> <p>12. Provide chest physiotherapy and/or postural drainage when ordered by physician provider.</p> <p>13. Perform peak flow tests.</p> <p>14. Perform tracheotomy/stoma/oral care and consult with physicians in relation to discontinuing tracheotomy tubes.</p> <p>15. Review and record outpatient oxygen orders and their use when applicable.</p> <p>16. Maintain oxygen concentrators/air compressors for Hospital and Infirmary,</p> <p>17. Perform patient education for proper use of MDI inhalers, cough and breathing exercises to promote pulmonary clearance.</p> <p>18. Pulse oximetry exercise assessment to evaluate latent hypoxia with exertion in selected patients.</p> <p>19. Assist in lab draws when requested</p> <p>20. Initiate CPAP/BiPAP in selected patients; mask fit, patient education on goals of therapy, hazards and benefits of use, and maintenance of equipment.</p> <p>21. Patient assessment and documentation of respiratory therapy patients.</p> <p>22. Staff education of proper use of respiratory equipment and therapy techniques.</p> <p>23. Assist in emergency and bedside procedures when applicable.</p>

Institutional Care Requirements (IC)																	
No.	Requirement																
	<p>24. Schedule appointments in CDC for Pulmonary Function Tests.</p> <p>25. Maintain master log for Pulmonary Function Tests completed and pending.</p> <p>26. Consult with outside institutions and staff regarding CPAP/BiPAP therapies, ordering information, and need for further physician consultation.</p> <p>27. Maintain airway during codes by manual resuscitation, intubation and/or oral/nasal airway devices.</p> <p>28. Monitor and log filter changes for the HEPA machines in respiratory isolation rooms.</p> <p>29. Instruct and educate medical students on respiratory medicine, techniques and therapies.</p> <p>30. Assist pulmonary specialist with PICC line placements</p> <p>31. Assist pulmonary specialist with thoracentesis procedures.</p> <p>32. Management of mechanical ventilated patient(s)</p>																
IC-026	<p>Physical Therapy and Rehabilitation, Hours of Operation: By appointment Modalities: Heat, ice, electrical stimulation, ultrasound, and traction</p> <p>Types of Patients:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Orthopedic</td> <td style="width: 50%;">Cystic Fibrosis</td> </tr> <tr> <td>Contractures</td> <td>Multiple Sclerosis</td> </tr> <tr> <td>Neurology</td> <td>ALS</td> </tr> <tr> <td>Postural abnormalities</td> <td>Cardiac Rehabilitation</td> </tr> <tr> <td>Soft tissue injuries</td> <td>Gait abnormalities</td> </tr> <tr> <td>Prosthetic</td> <td>Dermatological conditions</td> </tr> <tr> <td>Orthotic</td> <td>Functional training</td> </tr> <tr> <td>Gunshot wounds</td> <td>Sports injury</td> </tr> </table>	Orthopedic	Cystic Fibrosis	Contractures	Multiple Sclerosis	Neurology	ALS	Postural abnormalities	Cardiac Rehabilitation	Soft tissue injuries	Gait abnormalities	Prosthetic	Dermatological conditions	Orthotic	Functional training	Gunshot wounds	Sports injury
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Institutional Care Requirements (IC)																									
No.	Requirement																								
	<p>The patient load covers all phases of an adult male and female inmate population.</p> <p>Rehabilitation constitutes one of the main goals of the Department for patients with strokes, spinal injury, head trauma, post-surgical procedures, muscle development and coordination for patients coping out of prolonged wheelchair use.</p>																								
IC-027	<p>Speech Therapy, Hours of Operation: By appointment Modalities: Aphasia, Apraxia, Augmentative/Alternative Comm., Aural, Dysarthria, Dysfluency, Language/Speech, Muscular (facial) stimulation, oral motor, and voice rehabilitation.</p> <p>Equipment: Tongue depressors, cotton swabs (for icing), thickener, and various books, workbooks, objects as supplied by speech pathologist.</p> <p>Types of patients:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">YO-A – Geriatric</td> <td>Hypoxic Encephalopathy</td> </tr> <tr> <td>Oral/throat CA(s)</td> <td>Language delay</td> </tr> <tr> <td>Oral/throat – Tracheotomies</td> <td>Gunshot wounds</td> </tr> <tr> <td>CVA (neuro)</td> <td>Dialectal differences</td> </tr> <tr> <td>CHI</td> <td>Dysarthria</td> </tr> <tr> <td>Brain Injury (not closed head injury)</td> <td>Hearing Impairment</td> </tr> <tr> <td>AIDS</td> <td>ALS</td> </tr> <tr> <td>Parkinson’s</td> <td>Guillain-Barre syndrome</td> </tr> <tr> <td>Alzheimer’s</td> <td>MD/MS</td> </tr> <tr> <td>Dysfluency (stuttering)</td> <td>Cognitive Training</td> </tr> <tr> <td>COPD</td> <td>Dysphagia (swallow disorders)</td> </tr> <tr> <td>Hemorrhages (brain)</td> <td></td> </tr> </table>	YO-A – Geriatric	Hypoxic Encephalopathy	Oral/throat CA(s)	Language delay	Oral/throat – Tracheotomies	Gunshot wounds	CVA (neuro)	Dialectal differences	CHI	Dysarthria	Brain Injury (not closed head injury)	Hearing Impairment	AIDS	ALS	Parkinson’s	Guillain-Barre syndrome	Alzheimer’s	MD/MS	Dysfluency (stuttering)	Cognitive Training	COPD	Dysphagia (swallow disorders)	Hemorrhages (brain)	
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IC-028	<p>Outpatient Specialty Services at RMC</p> <p>Ambulance Services Allergy Anesthesia</p>																								

Institutional Care Requirements (IC)

No.	Requirement
	Audiology Brace Cancer Treatment Cardiovascular CT Dermatology Dialysis EEG Endocrinology ENT Gastroenterology Hematology/Oncology Infectious Disease NCV/EMG Nephrology Neurology Neurosurgery Optometry Orthopedics Orthotics Pain PET Scans (at Cancer Center) Psychiatry Psychology Plastic Surgery & Hand Pulmonary Medicine Pulmonary/Internal Medicine Podiatry Radiation Therapy Rehab Department Retinal Surgery Rheumatology Surgery Surgery (Vascular) Thoracic Urology

Institutional Care Requirements (IC)

No.	Requirement																		
IC-029	<p>Chronic Illness Clinics: The Vendor's clinician shall evaluate, monitor, and provide continuity of care to all inmate patients enrolled in Chronic Illness Clinics in accordance with 15.03.05 and all attachments.</p>																		
IC-030	<p>Cardiovascular Clinic Baseline procedures: Fundoscopic exam, EKG, Basic Metabolic Profile, Thyroid Stimulating Hormone, Urine Analysis by dipstick. If clinically 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, Basic Metabolic Profile 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.</p> <table border="1" data-bbox="289 862 1365 1114"> <tbody> <tr> <td data-bbox="289 862 648 902">LDL Cholesterol</td> <td data-bbox="648 862 1008 902">Low risk</td> <td data-bbox="1008 862 1365 902"><160</td> </tr> <tr> <td data-bbox="289 902 648 943"></td> <td data-bbox="648 902 1008 943">Moderate risk</td> <td data-bbox="1008 902 1365 943"><130</td> </tr> <tr> <td data-bbox="289 943 648 984"></td> <td data-bbox="648 943 1008 984">High risk</td> <td data-bbox="1008 943 1365 984"><100</td> </tr> <tr> <td data-bbox="289 984 648 1024">HDL Cholesterol</td> <td data-bbox="648 984 1008 1024">Men</td> <td data-bbox="1008 984 1365 1024">>40 mg/dl</td> </tr> <tr> <td data-bbox="289 1024 648 1065"></td> <td data-bbox="648 1024 1008 1065">Women</td> <td data-bbox="1008 1024 1365 1065">>50 mg/dl</td> </tr> <tr> <td data-bbox="289 1065 648 1105">Triglycerides</td> <td data-bbox="648 1065 1008 1105"></td> <td data-bbox="1008 1065 1365 1105"><150mg/dl</td> </tr> </tbody> </table> <p>Anticoagulation: minimize number of clinicians prescribing/adjusting warfarin 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.</p>	LDL Cholesterol	Low risk	<160		Moderate risk	<130		High risk	<100	HDL Cholesterol	Men	>40 mg/dl		Women	>50 mg/dl	Triglycerides		<150mg/dl
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IC-031	<p>Endocrinology Clinic: Baseline procedures: Dilated fundoscopic exam, Urine dipstick, Basic Metabolic Profile, Lipid Profile, HbA1c are required for Diabetic patients. Inmate with Thyroid Disorder required TSH; EKG may be ordered if clinically indicated.</p>																		

Institutional Care Requirements (IC)	
No.	Requirement
	<p>Follow-up: HbA1c (diabetic patient); TSH (thyroid disorder). At a minimum: Basic Metabolic Profile or Comprehensive Metabolic Profile, Lipid Profile, Urine dipstick and dilated fundoscopic exam are to be done annually for diabetic patient. Patient with thyroid disorders will need TSH annually.</p> <p>Goals: HbA1c less than 7.0; prevent end-organ damage; Blood pressure less than 130/80; 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.</p>
IC-032	<p><u>Respiratory Clinic:</u></p> <p>Baseline procedure: Chest X-Ray</p> <p>Follow-up: As indicated</p> <p>Goals: Good control of medical condition (shortness of breath, wheeze, cough less than 2 days per week); prevent complications; asymptomatic reactive airway 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.</p>
IC-033	<p><u>Neurology Clinic</u></p> <p>Baseline: EEG, Neuro-imaging, and Serum Drug level, if applicable</p> <p>Follow-up: Serum Drug level if applicable. At a minimum a CBC, AST and ALT are required annually.</p> <p>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.</p>
IC-034	<p><u>Immunity Clinic</u></p> <p>Baseline: Fundoscopic exam, CD4 count with percentage, Complete Blood Count, HIV Viral load, Toxoplasma Antibody, CMV-Antibody, TST, Chest X-Ray, Comprehensive Metabolic Profile, UA, RPR. Hepatitis ABC screening, Pap smear.</p> <p>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</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>complaints; Pap smear every 6 months.</p> <p>Goals: Offer screening; Identify acute seroconversion; Identify chronic infection HIV viral load undetectable (sustained viral suppression); Prevent opportunistic infection; No adverse effect from medication.</p>
IC-035	<p><u>Gastroenterology Clinic:</u></p> <p>Baseline: HCV Viral load, Genotype, Fasting Basic Metabolic Profile, Complete Blood Count with platelets, Liver Function test, UA</p> <p>Follow-up: Liver Function Test. At a minimum annually: Complete Blood Count with platelets, Comprehensive Metabolic Profile and UA; Hepatocellular Carcinoma screening if indicated.</p> <p>Goals: Prevent complications; Control condition; Diagnose cirrhosis early; Determine complications, if present; and Delay decompensation.</p>
IC-036	<p><u>Miscellaneous Clinic:</u></p> <p>Baseline: Blood tests are ordered in accordance with diagnosis</p> <p>Follow-up: As related to diagnosis or based on the clinical findings at the previous appointment</p> <p>Goals: Control of medical condition and prevention of complications.</p>
IC-037	<p><u>Oncology Unit and Clinic:</u></p> <p>The Oncology Unit will provide diagnostic services, as ordered, utilizing the Cancer Center or outside providers for services not available at the RMC Hospital. Treatment modalities are determined by the medical oncologist, surgeon, or radiation oncologist. The Oncology Unit will accept new patients as well as patients who are already receiving chemotherapy or radiation. Patients requiring subsequent rounds of chemotherapy will be accepted. There are currently no plans to utilize investigational drugs for treatment at RMC Hospital.</p> <p>Follow-up: CBC and others as indicated</p> <p>Goals: Cure disease; prevent spread of malignancy; prevent complications; prolong life; and relieve suffering.</p> <p>The Vendor will also ensure collaboration and coordination with the Community Cancer Center of North Florida.</p>
IC-038	<p><u>Tuberculosis Clinic:</u></p> <p>Baseline: Chest X-Ray, HIV test, Liver Function test. Sputum for AFB Smears, NAA (MTD) and culture, if clinically indicated.</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>Follow-up: monthly Liver Function test or as ordered by the Clinician</p> <p>Goals: cure the individual patient and minimize the transmission of Mycobacterium tuberculosis.</p>
IC-039	<p>Specialty Care:</p> <p>The Vendor shall provide services in accordance with HSB 15.01.02, Specialty Consultations at Reception/Staging Centers and 15.01.04, Referral for Specialty Health Services at North Florida Reception and Medical Center.</p> <p>When an inmate patient's medical condition requires specialty care, the Vendor's clinician will refer the inmate to Specialty Clinic. An attempt shall be made to provide a presumptive diagnosis to the Specialist.</p> <p>The 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.</p>
IC-040	<p>Dialysis:</p> <p>The Vendor 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.</p> <p>There are two types of dialysis currently provided by Orion Medical Enterprises at RMC. Hemodialysis is provided in the home assisted clinic. All care and dialysis is provided for the inmate in the clinical setting by staff members that include RNs, LPNs, CCHTs, and PCTs.</p> <p>Continuous Ambulatory Peritoneal Dialysis (CAPD) is performed by the inmate as exchanges 3-5 times a day in the dorm in which they are housed. The training for this type of dialysis is given to the inmate by the peritoneal dialysis nurse who is a RN. Medications are given to the inmate by the dialysis nursing team. Supplies that the inmate may need are also currently provided by Orion Medical Enterprises.</p> <p>Staffing</p>

Institutional Care Requirements (IC)

No.	Requirement
	<p>The Dialysis Clinic is contracted with Orion Medical Enterprises. The Director of Nursing is an RN. An RN is in the facility at all times. Charge Nurses and LPNs deliver care and assessment to the inmates, as well as medications. Patient Care Technicians and Certified Clinical Hemodialysis Technicians dialyze the inmates. The clinic is open 6 days a week, excluding Sundays. The day begins at 5:00 am and completes when the last inmate leaves the clinic. The day might end anytime between 4:00 – 6:00 pm. The Chief and Re-use technician handle the maintenance/re-use department of the dialysis clinic.</p> <p>Staffing Education and Training Staff receive annual training and testing in areas of HIPAA, Infection Control, Fire Drills, Bloodborne Pathogens, Heparin Administration, Adequacy Improvement, Assessment skills, Policy and Procedures, Cannulation Assessment, Lab techniques, OSHA, Nephrology, Security Procedures for Contract Personnel, Vascular Access, Documentation, Disaster Preparedness, Patient Safety, Central Lines, Dressing Changes, Troubleshooting, and Skill and Competency Exam.</p> <p>Area of Responsibility</p> <ul style="list-style-type: none"> • Ensure the safety of dialyzing the inmates per MD order • Physical assessment of dialysis inmate pre and post treatment • Inform the Nephrologist of the conditions of inmates on a daily basis • Administration of medications as prescribed by MD • Transfusion of blood when deemed necessary by the physician • Obtaining labs as necessary for the treatment of the inmate’s diagnostic conditions • Educate and instruct inmates of their physical condition and lab values • Follow the Department of Corrections policies and procedures related to Infection Control and Security safety • Train and educate dialysis staff • Assist Social Services with information to the EOS dialysis clinic • Cooperate with local hospitals with information for transplant services • Maintenance of Quality Assurance Program

Institutional Care Requirements (IC)	
No.	Requirement
	<ul style="list-style-type: none"> • Prepare, provide and maintain monthly reports to the Hospital Administrator of RMC • Participate in monthly meetings with the healthcare team
IC-041	<p>Inmate Post Use of Force Assessment: The Vendor shall provide services in accordance with 33-602.210, Florida Administrative Code.</p> <p>Immediately following any post use-of-force (physical, chemical or electronic immobilization) the Registered Nurse or Licensed Practical 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.</p> <p>The Registered or Licensed Practical Nurse shall notify the clinician and implement any treatment ordered.</p> <p>The Clinician shall review and sign form, DC4-701C, Emergency Room Record no later than next business day.</p> <p>Copies of the DC4-701C shall be filed and distributed as directed on the form.</p> <p>If a chemical agent was used on an inmate, the Registered Nurse or Licensed Practical Nurse shall ensure that the inmate receives education on the following and examines the inmate as above following the shower:</p> <ol style="list-style-type: none"> 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 <p>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.</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>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.</p> <p>Staff Care Post Use-of-Force:</p> <p>All staff involved in a Use of Force shall be offered an opportunity to receive a medical examination by Vendor's Clinician or Registered Nurse or Licensed Practical Nurse following Post Use of Force by completing DC4-701C.</p> <p>Should the employee or officer decline a post-use of force medical examination, the Vendor's medical staff will have the employee sign Form DC4-711A, Refusal of Health Care Services, indicating an examination was offered but declined.</p> <p>In those cases where an injury is claimed but not substantiated by medical examination, the statement by the Vendor's medical provider shall indicate this, and the documentation shall be sufficient to support that no injury was found upon examination.</p>
IC-042	<p>The Vendor shall follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in the secure institutions. <i>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.</i></p>
IC-043	<p>Post Sexual Battery Examination: The Vendor 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.</p>

Institutional Care Requirements (IC)

No.	Requirement
	<p>The Registered Nurse shall:</p> <ol style="list-style-type: none"> 1. Assess for any life threatening conditions/injuries, notify a clinician immediately, and treat accordingly, following the appropriate protocol, and documenting findings 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 the 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; complete 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. <p>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).</p> <p>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:</p> <ol style="list-style-type: none"> 1. HIV 2. Hepatitis B 3. Hepatitis C 4. Syphilis 5. Gonorrhea 6. Chlamydia <p>If any of the above tests were not performed the Registered Nurse or Licensed Practical Nurse shall get a Clinician’s Order to obtain as well as for prophylactic treatment. Collect specimen(s) and administer treatment(s) as ordered.</p> <p>If the perpetrator is known, orders will be obtained from the physician for the perpetrator to be tested for the following:</p> <ol style="list-style-type: none"> 1. HIV 2. Hepatitis B and C

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	<p>3. Gonorrhea 4. Syphilis 5. Chlamydia</p> <p>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).</p> <p>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 the medication insert.</p> <p>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.</p> <p>Clinician shall repeat cultures and probes within two (2) weeks for female victims.</p> <p>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.</p>
IC-044	<p>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.</p> <p>Vendor shall provide care in accordance with Procedure 403.003, Health Services for Inmates in Special Housing.</p> <p>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.</p> <p>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.</p>

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	<p>This special housing health assessment will include the following actions:</p> <ol style="list-style-type: none"> 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; <ol style="list-style-type: none"> 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; 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 <p>Documentation of an overall statement as to the fitness of the inmate for special housing.</p> <p>Omission of any of the above actions during a health assessment requires written justification by health care staff.</p>

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No.	Requirement
	<p>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.</p> <p>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 <i>Health Services for Inmates in Special Housing</i> and related DC forms.</p> <p>Inmates in special housing shall have access to sick call services seven days a week.</p> <p>Inmates in special housing who require complicated or special procedures shall have them performed in the medical clinic.</p> <p>Medication Administration shall be provided cell front in the special housing unit as ordered by clinician.</p> <p>Licensed Nurse shall document when medication is administered on the Medication and Treatment Record, DC4-701A.</p> <p>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:</p> <ol style="list-style-type: none"> 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. 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

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	<p>s/he received the required response from every inmate.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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; 4. Complete form DC4-694, Monthly Special Housing Inspection; and 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. 6. <p>Whenever a facility does not have an assigned Physician, the Regional Medical Director will be advised and provide appropriate coverage.</p>
IC-045	<p>Hospital Care:</p> <p>The RMC Hospital shall meet all the requirements as established by Florida law, including, but not limited to, the following requirements:</p> <ul style="list-style-type: none"> • It is primarily engaged in the provision of inpatient diagnostic and therapeutic services, for medical diagnosis, treatment and care of the injured, disabled, or sick persons, or the provision of rehabilitation services, to the same population, under the direct supervision of Medical Doctors, or Doctors of Osteopathic Medicine. • The hospital maintains clinical records on all patients.

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No.	Requirement
	<ul style="list-style-type: none"> • The hospital has medical staff bylaws. • The hospital has a requirement that every patient must be under the care of a Medical Doctor or Doctor of Osteopathic Medicine. • The hospital shall provide nursing services 24 hours per day, seven (7) days per week, and 365 days per year. Nursing services must be rendered or supervised by a registered professional nurse, and has licensed, practical or registered professional nurses on duty (on-site) at all times. • The hospital shall be organized and staffed to provide quality nursing care to each inmate patient • The hospital shall be licensed or approved as meeting the standards for licensing as a hospital, as defined by the State. <p>The Nursing Director of the hospital shall ensure a sufficient number of qualified registered nurses shall be on duty at all times, to give patients the nursing care that required the judgment and specialized skills of a registered nurse, and shall be sufficient to ensure immediate availability of a registered nurse for bedside care of any patient, when needed, to assure prompt recognition of an untoward change in a patient's conditions and to facilitate appropriate intervention by nursing, medical or other hospital staff, members.</p> <p>There must be supervisory and staff personnel for each nursing unit to ensure, when needed, the immediate availability of a registered nurse for bedside care of any patient.</p> <p>A registered nurse must supervise and evaluate the nursing care of each patient, and must assign the nursing care of each patient to other nursing personnel in accordance with the patient's needs and the specialized qualifications and competence of the nursing staff available.</p> <p>Non-employee licensed nurses, who are working in the hospital, must adhere to the policies and procedures of the hospital. The Director of Nursing must provide for the adequate supervision and evaluation of the clinical activities of non-employee nursing personnel which occur within the responsibility of the nursing services.</p>

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No.	Requirement
	The Nursing Director, or designee, shall maintain a list of licensed personnel, including private duty and per diem nurses, with each individual's current license number, documentation of his/her hours of employment, and his/her unit of employment within the hospital.
IC-046	<p>Hospital Services:</p> <p>The operation of RMC Hospital includes inpatient services, an urgent care department, specialty clinics and surgical unit. The Vendor shall provide adequate clinical staff to ensure the operation of the Hospital is satisfactory and all patients have their needs met.</p> <p>All patients admitted to the RMC Hospital shall be seen by the Clinician during his/her daily rounds; one Clinician will be available 24 hours per day, seven (7) days per week, to provide urgent/emergent care in the urgent care center.</p> <p>Services at the RMC Hospital shall include, but not be limited to:</p> <ul style="list-style-type: none"> • Peripheral Intravenous (IV) therapy and central venous catheter, for infusion of blood and blood products, antibiotics, total parental nutrition (TPN), chemotherapy, PCA for administration of pain medication, anticoagulation therapy. • Monitoring services, to include basic cardiac (ECG) and Holter monitors, as well as patient oxygenation status. • Ambulatory surgical procedures, including conscious IV sedation • Pre-operative and post-operative care • Chronic and preventative wound care measures, including specialty mattresses, overall products and wound vacs • Aerosol treatments for respiratory patients • Management of long-term mechanically ventilated patients • Hospice/Palliative Care • Stroke/Cardiac Rehabilitative Services • AFB Isolation and Treatment

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No.	Requirement
	<ul style="list-style-type: none"> • Reverse isolation for severely immune-compromised patients • Skilled respiratory care including tracheotomy care • Post-operative recovery and convalescence • Minor procedures such as Central Venous Access, thoracotomy, thoracentesis, paracentesis, removal of tunneled dialysis catheters, removal of toenails.
IC-047	<p><u>Modular Surgery Center Services:</u> The Vendor will provide Modular Surgical Unit at Reception and Medical Center all equipment, instrumentation and supplies. Vendor will provide staff within the unit to include a surgical coordinator, a circulator (RN), a surgical technician for the operating room, a surgical technician and a circulator (RN) for the endoscopy suite, a pre-op nurse (RN or LPN) and a RN for the recovery room. RMC will provide linen services and utilities. The Modular Surgery Center will provide all types of surgery including general, orthopedic, colorectal, ENT, oral, podiatry and urology.</p> <p>Endoscopic Procedures</p> <ol style="list-style-type: none"> 1. Upper panendoscopy with or without biopsies and polypectomy 2. Flexible sigmoidoscopy with or without biopsy and polypectomy 3. Colonoscopy with or without biopsy and polypectomy 4. Bronchoscopy with or without biopsy, washing or brushing 5. Flexible Laryngoscopy <p>Otolaryngological</p> <ol style="list-style-type: none"> 1. Closed reduction nasal and facial fractures 2. Septo-rhinoplasty, turbinate reduction 3. Removal of head and neck lesions

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No.	Requirement
	<ol style="list-style-type: none"> 4. Excision of bronchial cleft cysts 5. Excision and/or fracture of lesions, tumors, etc. of mouth, head, nasal passages and neck 6. ORIF facial fractures 7. Removal of hardware facial bones 8. Endoscopic sinus surgery, polypectomy, etc. 9. Septoplasty 10. Tonsillectomy
	<p>General Surgery</p> <ol style="list-style-type: none"> 1. Hernia Repair, umbilical, ventral , inguinal, and incisional and scrotal with or without mesh 2. Hemorrhoidectomy with or without proctosigmoidoscopy 3. Fistulectomy with or without proctosigmoidoscopy 4. Excision of large masses, cysts, abscesses or lesions 5. Debridement and/or exploration of wound 6. Removal of foreign bodies 7. Excision and/or fulguration of anal/perianal warts 8. Excision of pilonidal cysts 9. Insertion and/or removal of chest tubes, port-a-cath, central lines.
	<p>Orthopedic</p>

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No.	Requirement
	<ol style="list-style-type: none">1. Arthroscopy with or without repairs, shavings or meniscectomy2. ORIF fracture hand, feet, forearms, lower legs3. Removal of hardware, hand, feet, forearms, and lower legs4. Closed reduction of fracture5. Carpal tunnel release6. Release of tendons and contractures hands, forearms7. Ganglion cyst removal8. Synovial cystectomy9. Closed manipulation of dislocated joints10. Partial amputation of fingers and toes11. Removal of foreign bodies in soft tissue and bone12. ACL Repairs13. Tenosynovectomy & decompression DeQuervain's tenosynovitis on wrist14. Excision of ganglion cysts on wrists15. Decompression medial nerves wrist16. Carpal tunnel release17. Removal of nails and exostosis of toes/fingers18. Removal of foreign bodies, bullets, bone fragments, etc.

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No.	Requirement
	<p>19. Closed reduction of simple fractures, hands, fingers, forearms, toes, feet, ankles, and lower leg</p> <p>20. Epidural Steroid Injections with or without facet blocks</p> <p>21. Shoulder Repairs</p> <p>Plastic Surgery/ Hand Surgery</p> <p>1. Closed reduction of fractures hands</p> <p>2. ORIF fractures hands, wrists with hardware</p> <p>3. Removal of hardware</p> <p>4. Excision and complex repair of lacerations, cysts, masses, lesions, neuroma, scar tissue, keloid with or without skin graft</p> <p>5. Excision Ganglion cysts</p> <p>6. I & D abscess</p> <p>7. Release of contractures with or without tendon repair and/or grafts</p> <p>8. Closed reduction of fractures of hands and fingers</p> <p>9. Repairs of lacerations and trauma</p> <p>10. Excision and complex repair of skin lesions, cysts, masses, keloids</p> <p>11. Grafting, STSG & FTSG.</p> <p>Podiatry</p> <p>1. Plantar fasciectomy</p> <p>2. Excision plantar fibroma/neuroma</p>

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No.	Requirement
	<ol style="list-style-type: none">3. Excision of heel spurs4. Correction of deformities (toes)5. Partial ostectomy of toe6. Arthroplasty PIPJ of toe7. Excision of masses in foot8. Bunionectomy <p>Urology</p> <ol style="list-style-type: none">1. Cystoscopy with or without biopsy, with or without dilatation2. Urethrotomy/meatotomy3. Removal of ureteral stents4. Hydrocelectomy5. Orchiectomy6. Epididymectomy7. Circumcisions8. Supra pubic catheter placement9. Excision and/or fulguration of penile warts10. Removal foreign bodies bladder11. Spermatocelectomy12. I & D of scrotum, etc.

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No.	Requirement
	13. Excision and/or fulguration of lesions/warts penile, genital 14. Urethral dilation 15. Repair lacerations 16. Evacuation of hematomas 17. Extracorporeal Shockwave Lithotripsy (ESWL) Dermatology 1. Biopsy/Excision/Removal of Lesions (Skin & Subcutaneous) 2. I & D Abscess or Cyst Ophthalmology 1. Blepharoplasty 2. Cataract Extraction & Repair 3. Enucleation 4. Removal of Foreign Body, Tumors & Lesions 5. Lid Injury Repairs 6. Keratoplasty 7. Repair Lacerations 8. Extra Ocular Muscle Procedures 9. Pterygium excision.
IC-048	Lithotripsy Lithotripsy services are provided on-site at least once a month by Greater

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	<p>Lithotripsy Services of Jacksonville. The Vendor is responsible for providing all equipment, staff and supplies for the procedures.</p> <p>RMC provides power and an emergency cart with defibrillator and medications.</p> <p>Mobile Surgery provides pre-operative and post-operative care.</p> <p>Anesthesia is provided by the Vendor's anesthesiologists.</p>
IC-049	<p>Hospital Admission</p> <p>At admission, each patient shall have an identification band placed on his/her wrist that includes his/her name, inmate number, race and date of birth.</p> <p>Any patient with allergies shall require the following:</p> <ol style="list-style-type: none"> 1. Name of food and/or medication allergies written on a red armband and placed on his/her arm. 2. Allergies documented in red ball point pen ink on: <ol style="list-style-type: none"> (1) Medication Administration Record; (2) Physician's Order Sheet, DC4-714B; and (3) On an allergy sticker placed on all chart covers documenting allergies or "NKDA" if there are no known drug allergies present. <p>All patients admitted to the hospital shall sign the DC4-713A, <i>Cover Sheet for Inpatient Record</i>.</p> <p>Nursing staff shall provide education/orientation on the following:</p> <ol style="list-style-type: none"> 1. How to access care through operation of the call light 2. The location of the bathroom 3. Meal hours 4. Availability of other services (dietary, chaplain, and social services). <p>All patients admitted shall be given a copy of the following documents and shall sign the DC4-0020, Receipt of Patient Rules/Regulations and Advanced Medical Directives Packet.</p> <ol style="list-style-type: none"> 1. NI1-033, Patient Rules and Regulations 2. DC4-687, Information Sheet Regarding Advanced Directives 3. DC4-665, Living Will

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No.	Requirement
	<ol style="list-style-type: none"> 4. DC4-699, Uniform Donor Form 5. DH 1896, Do Not Resuscitate Order (DNR) 6. DC4-666, Designation of Health Care Surrogate 7. NI1-117, Notice of Inmate Worker 8. NI1-119, Inmate Patient Bill of Rights and Responsibilities <p>A registered nurse shall complete an assessment on all inmates admitted to the RMC Hospital, and shall document that assessment on form DC4-732, Infirmary/Hospital Admission Nursing Evaluation, within two (2) hours of admission.</p> <p>Additional patient information may be documented on DC4-0028, Nursing Progress Note.</p>
IC-050	<p>Hospital Nursing Evaluation and Treatment (Ongoing)</p> <p>A registered nurse shall develop an individualized nursing care plan for each patient, based upon the initial assessment and other diagnostic information, as appropriate. A licensed practical nurse, and other members of the health care team may contribute to the plan, but a registered nurse maintains responsibility. The plan shall be evaluated and updated as needed.</p> <p>A registered nurse shall complete a head-to-toe assessment of the patient's condition every eight (8) hours. A licensed practical nurse may contribute data to the assessment within the scope of their license. Documentation shall be made, of this examination, on the DC 4-684, Infirmary/Hospital Daily Nursing Evaluation.</p> <p>If changes in the patient's condition, diagnosis, or response to treatment are noted, the clinician shall be notified and the notification shall be documented on the DC4-684, Infirmary/Hospital Daily Nursing Evaluation.</p> <p>Upon completion of any procedure, all patients shall have a prompt licensed nursing assessment, monitoring and implementation of care, as needed. Assessment and care should be documented on the DC4-684, Infirmary/Hospital Daily Nursing Evaluation, and DC4-0028, Nursing Progress Note, if additional room is needed.</p>

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No.	Requirement
IC-051	<p>Hospital Discharge Requirements</p> <p>A discharge note will be written by nursing staff on the DC4-0028, Nursing Progress Note, once a patient is discharged. If he/she is to remain housed at RMC, this is also documented on the same form.</p> <p>When a patient is discharged to confinement, nursing staff are to complete a pre-confinement physical assessment, as noted in the Health Assessment Section, above (IC-046).</p> <p>If a patient is to be discharged to another Department institution or infirmary:</p> <ol style="list-style-type: none"> 1. The ward clerk, or nurse if clerk is not available, shall notify the discharge planner, who will coordinate the discharge with the receiving institution or infirmary. A discharge planning sheet will be initiated by the discharge planner. 2. The ward clerk, or discharge planner, will make a copy of pertinent patient information for the inpatient record (consults, physician progress notes, recent lab and x-ray results, history and physical sheets, and discharge summaries from outside hospitals). These copies shall be placed in the outpatient record. 3. The outpatient medication prescriptions (yellow copy) are placed in the outpatient jacket for the receiving institution to fill and dispense. The white copy is turned into the pharmacy for a seven (7) day prescription fill. 4. Transportation for the patient will be coordinated between security and the discharge planner. 5. The outpatient record and the encounter form are taken to the Outpatient Medical Records Department.
	<p>Hospital Infection Control</p> <p>The Director of Nursing for the RMC Hospital shall establish an infection control program involving members of the organized medical staff, the nursing staff, other professional staff, as appropriate, and administration. The program should provide</p>

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	<p>for:</p> <ol style="list-style-type: none"> 1. The surveillance, prevention and control of infections among patients and personnel; 2. The establishment of a system for identifying, reporting, evaluating and maintaining records of infections; 3. Ongoing review and evaluation of all septic, isolation, and sanitation techniques employed in the hospital; and 4. Development and coordination of training programs in infection control for all hospital personnel.
IC-052	<p>Within the hospital, specialty consultations shall be available, by request of the attending physician, or by transfer to a designated hospital where definitive care can be provided.</p>
IC-053	<p>Social Services Section</p> <p>The Vendor will provide adequate staff to ensure a successful operation of the Social Services Department. Customarily, this is staffed by three (3) personnel who service RMC Hospital and the outside community contract hospitals. Office hours begin at 8:00 a.m. and end at 5:00 p.m. Monday through Friday.</p> <p>This Unit has the following areas of responsibility:</p> <ol style="list-style-type: none"> 1. Liaison between inmate families and the inmates. 2. Hospital spokesperson for inquiries concerning inmate patient status. 3. Assist inmates who are being paroled or completing their sentences. 4. Assist disabled inmates without families find lodging and care upon discharge from the institution. 5. Assist inmates with VA, Social Security, and other benefits. 6. Upon death of an inmate at RMC or at one of the contract hospitals, coordinates procedures for next-of-kin notification, care and disposition of the body. 7. Act as liaison for inmate/patient to inmate bank and inmate canteen for weekly canteen purchases. 8. Prepare and distribute weekly visitation list.

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No.	Requirement
	<p>9. Notification of next-of-kin of an inmate patient when placed on the serious or critical list.</p> <p>10. Arrange for special visitation pass for families to visit critical/serious inmate patients.</p> <p>11. Arrange in-person and telephone interviews between inmate and his counsel upon the counsel's request.</p> <p>12. Arrange for Notary Public to provide services for hospital patients.</p> <p>13. Arrange for Law Library Clerks to provide services for hospitalized inmates who are incapacitated and cannot visit the law library.</p> <p>14. Provide individual counseling where appropriate.</p> <p>15. Maintain required records, reports and statistical information.</p> <p>16. Coordinate with and assist all appropriate federal, State and local agencies.</p> <p>17. Provide reports and assessments to other appropriate RMC staff and Department staff, as required, or appropriate.</p> <p>18. Evaluate patient's social and psychological history from inmate records and provide reports and assessments when appropriate.</p> <p>19. Daily coordination of impaired inmate issues</p> <p>20. Coordinate medical discharges from hospital to medical dormitories and liaison with attending physician.</p>
IC-054	<p>Infirmiry Care:</p> <p>Vendor shall provide services in accordance with HSB 15.03.26, Infirmiry Services and Nursing Manual.</p> <p>Vendor clinician shall provide infirmiry care including</p> <ul style="list-style-type: none"> • 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 infirmiry) giving new treatment plan or orders as

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No.	Requirement
	<p>necessary</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>A Registered Nurse shall be available on-site at all times if there are patients in the infirmary to oversee the care of patients.</p> <p>There shall be sufficient numbers of Registered Nurses, Licensed Practical 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 Register Nurse, Licensed Practical Nurse at all times.</p> <p>Registered Nurse or Licensed Practical 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.</p> <p>Patients admitted for 23 Hour Admissions have one of the following dispositions and is documented on the DC4-714B, Physician's Order Sheet.</p> <ol style="list-style-type: none"> 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 completes DC4-714D, Infirmary Admission Orders). <p>Registered Nurse or Licensed Practical Nurse shall complete appropriate Admission/Discharge Log as follows:</p>

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	<ol style="list-style-type: none"> 1. Acute, Chronic (Long-Term Care), and Isolation Management Room/Self Harm Observation Status complete form DC4-797E, Infirmery Log Inpatient. 2. 23 Hour Observation and Test Preparation/Specimen Collection complete form DC4-797B, Infirmery Log Outpatient. <p>The Registered Nurse or Licensed Practical Nurse shall complete DC4-529, Staff Request/Referral, for all inmates admitted to the infirmery for Mental Health Reasons and ensure that it is given to the Mental Health CHCC.</p>
IC-055	<p>Infirmery Admissions:</p> <p>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, Infirmery/Hospital Admission Nursing Evaluation, within two hours of admission to the infirmery.</p> <p>The Registered Nurse shall complete an assessment on all inmates admitted for 23 Hour Observation and document on form DC4-732B, Infirmery Outpatient Admission 23 Hour Observation Nurses Note, within one hour of admission to the infirmery.</p> <p>The Registered Nurse or Licensed Practical Nurse, if the patient is stable, shall complete a focused assessment on all inmates who require Test Preparation/Specimen collection in the infirmery and document on form DC4-732A, Infirmery Outpatient Admission Test Preparation or Specimen Collection complete within 1 hour of arrival to infirmery.</p>
IC-056	<p>Infirmery Clinical Requirements:</p> <p>When providing medical services within the infirmery, the clinician shall:</p> <ol style="list-style-type: none"> 1. Complete daily rounds to monitor and assess the inmate's status of health, provide any new treatment plans, or change any orders, as necessary. 2. Holiday and weekend rounds may be made by placing telephone calls to the registered nurse in charge of the infirmery. <p>If an inmate's condition is not responding, or improving with infirmery care, the clinician shall refer the inmate to the RMC Hospital, or the nearest Community</p>

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	Hospital (if no beds are available at the RMC Hospital or the RMC Hospital is unable to provide an advanced level of specialty care required) for further evaluation and treatment.
IC-057	<p>Infirmiry Nursing Evaluations:</p> <p>Acute patients shall be assessed by the Registered Nurse every 8 hours, including vital signs, and document the evaluation on the form DC4-684, Infirmiry/Hospital Daily Nursing Evaluation.</p> <ol style="list-style-type: none"> 1. Additional nursing notes may be documented on form DC4-714A, Infirmiry Progress Record. 2. New health complaints by the patient shall be assessed, treated and documented on the appropriate DC4-683 Protocol Series by the Registered Nurse. <p>Chronic (Long Term Care) patients shall be evaluated daily by the Registered Nurse or Licensed Practical Nurse, only if patient is stable, and document the evaluation on form DC4-714A, Infirmiry Progress Record, in SOAPIE format. Registered Nurse or Clinician shall modify plan if desired outcome is not achieved.</p> <ol style="list-style-type: none"> 1. Chronic (Long Term Care) shall be evaluated weekly, including vital signs, by a Registered Nurse and document the evaluation on DC4-684, Infirmiry/Hospital Daily Nursing Evaluation. 2. Additional nursing notes may be documented on the DC4-714A, Infirmiry 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 <p>Infirmiry- Isolation Management Room for patients on Self Harm Observation Status shall be evaluated as follows:</p> <ol style="list-style-type: none"> 1. Registered Nurse or Licensed Practical Nurse or Certified Nursing Assistant shall observe patient every 15 minutes and document on the DC4-650, Observation Checklist. 2. Registered 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, Infirmiry Progress Record.

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	<p>4. New health complaints by the patient shall be assessed, treated and documented on the appropriate DC4-683 Protocol Series by the Registered Nurse.</p> <p>23 Hours Observation patients shall be evaluated by a Registered Nurse every 8 hours, including vital signs, and document the evaluation on DC4-732B, Infirmery 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.</p> <ol style="list-style-type: none"> 1. New health complaints by the patient shall be assessed, treated and documented on the appropriate DC4-683 Protocol Series by the Registered Nurse. 2. Test Preparation/Specimen Collection patients that require additional documentation shall document on DC4-701 in SOAPIE format.
IC-057	<p>Infirmery 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:</p> <ol style="list-style-type: none"> 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 clinician.
IC-058	<p>Infirmery 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.</p> <p>The Registered Nurse documents the conversation with clinician on the on DC4-714A, Infirmery Progress Record, and any new Physician Orders, if received, on the DC4-714B, Physician's Order Sheet.</p>
IC-059	<p>Infirmery Discharge: Nursing Discharge Summary shall be completed after clinician writes order to</p>

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	<p>discharge the patient from the infirmary.</p> <p>The Registered Nurse shall complete a patient evaluation and provide education that includes the following:</p> <ol style="list-style-type: none"> 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). <p>The discharge evaluation and education shall be documented by the Registered Nurse on the following:</p> <ol style="list-style-type: none"> 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. <p>The Registered Nurse or Licensed Practical 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.</p>
IC-060	<p>Palliative Care:</p> <p>Vendor shall provide services in accordance with HSB 15.02.17, Palliative Care Program Guidelines and Nursing Manual.</p> <p>Vendor'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 <i>Palliative Care Program Guidelines</i></p>

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	<p>Provide comfort care to alleviate pain while continuing maintenance medication regimen.</p> <p>The Registered Nurse shall provide and direct nursing services, provide case management services, and give supportive care to palliative patients.</p> <p>The transferring facility Registered Nurse shall complete:</p> <ol style="list-style-type: none"> 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. <p>The receiving facility Registered Nurse shall complete:</p> <ol style="list-style-type: none"> 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. <p>The Registered Nurse works with the patient's attending clinician to plan interventions that control and or alleviate the patient's symptoms, including pain.</p> <p>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.</p> <p>The Registered Nurse participates in the work of the Interdisciplinary team as a</p>

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	<p>team member.</p> <p>The Registered Nurse assumes responsibility for the management of patient care and coordination of services of other disciplines between meetings of the Interdisciplinary team.</p> <p>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.</p> <p>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.</p> <p>The Registered 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.</p> <p>The Registered Nurse or Licensed Practical Nurse shall chart any additional problems and interventions on form DC4-701, Chronological Record of Health care.</p>
IC-061	<p>Fall Risk Assessment:</p> <p>Vendor shall provide care in accordance with Nursing Manual.</p> <p>The Registered Nurse or Licensed Practical Nurse shall complete a fall risk assessment on patient admission and document on form, DC4-684A, Morse Fall Scale, all Hospital Admissions and all Acute and Chronic Admissions to the Infirmary</p> <p>Ongoing Fall Risk Assessment shall be completed and documented by the Registered Nurse or Licensed Practical Nurse as follows:</p> <ol style="list-style-type: none"> 1. Daily on all patients in the hospital and 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

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	<p>balance.</p> <p>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.</p>
IC-062	<p>Pressure Ulcer Prevention:</p> <p>Vendor shall provide care in accordance with Infection Control Manual.</p> <p>Vendor shall establish an interdisciplinary team with defined roles and responsibilities to oversee the pressure ulcer prevention for inmates in the inpatient setting.</p> <p>The Vendor shall establish clinician's with expertise to provide initial and ongoing pressure ulcer prevention education including how to accurately stage and treat pressure ulcers.</p> <p>Maintain/encourage/preserve ADLs as much as possible. Protect and prevent skin breakdown secondary to extended immobility.</p> <p>The Registered Nurse shall complete the admission and daily assessments as outlined in the infirmary and hospital sections of this document 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.</p> <p>The Registered Nurse repeat head to toe skin assessment as outlined in the infirmary section of this document.</p> <p>Establish a pressure ulcer prevention plan, targeted to the patient identified risk factors, that aims to:</p> <ol style="list-style-type: none"> 1. Minimize or eliminate friction and shear, 2. Minimize pressure with off-loading and support surfaces, 3. Manage moisture, and

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	<p>4. Maintain adequate nutrition</p> <p>Document as outlined in the infirmary section 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.</p> <p>Provide ongoing education to the patient and all members of the health care team regarding pressure ulcer prevention and treatment.</p> <p>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).</p> <p>Evaluate the effectiveness of the pressure ulcer prevention program through ongoing monitoring of outcome measures.</p> <p>Investigate every occurrence of stage III and stage IV pressure ulcers to:</p> <ol style="list-style-type: none"> 1. Identify systems failures and other factors contributing to the occurrence of these pressure ulcers and Identify opportunities for improvement. (Root cause analysis)
IC-063	<p>Medical Restraint Usage:</p> <p>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:</p> <ol style="list-style-type: none"> 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)

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	<p>and potential side effects)</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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). <p>The Registered Nurse shall re-assess the patient every 2 hours or more frequently based on the individual need of the patient.</p> <p>The assessment shall include:</p> <ol style="list-style-type: none"> 1. Proper placement of restraint ensure that it is not too tight or too loose or rubbing the skin causing irritation or breakdown. 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: <ol style="list-style-type: none"> 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

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	<p>assessment and physician orders.</p> <ol style="list-style-type: none"> 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 <p>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.</p> <p>Infirmary and Hospital Documentation Medical Restraint</p> <p>The Registered Nurse shall document above nursing assessments on the following:</p> <ol style="list-style-type: none"> 1. DC4-684, Infirmary/Hospital Daily Nursing Evaluation 2. DC4-714A, Infirmary Progress Record 3. DC4-650A, Restraint Observation Checklist
IC-064	<p><u>Observation During Normal Business Hours:</u></p> <p>Vendor 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.</p> <p>The Registered Nurse shall complete a patient assessment on DC4-683A, Mental Health Emergency Protocol; Staff Request/Referral, DC4-529 and Emergency Nursing Log, DC4-781M.</p> <p>Mental Health CHCC shall direct security to place in an isolation management room (IMR) or observation cell if IMR is not available.</p> <p>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).</p> <p>Staff will document observations of inmates on SHOS every fifteen (15) minutes on the "Observation Checklist," DC4-650.</p>

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	<p>Licensed Nursing staff shall complete a patient assessment once every 8 hours and document on DC4-673B, Mental Health Daily Nursing Evaluation.</p> <p><u>Observation After Hours:</u> The Registered Nurse shall complete a patient assessment on DC4-683A, Mental Health Emergency Protocol; Staff Request/Referral, DC4-529 and Emergency Nursing Log, DC4-781M.</p> <p>The Registered Nurse shall direct security to place in an isolation management room (IMR) or observation cell if IMR is not available.</p> <p>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).</p> <p>The Registered Nurse shall obtain a verbal order from On-Call clinician and document the order on the Physician's Order Sheet, DC4-714B.</p> <p>Frequency of observation of inmates on SHOS will range from continuous observation to no less than every fifteen (15) minutes.</p> <p>Staff will document observations of inmates on SHOS every fifteen (15) minutes on the "Observation Checklist," DC4-650.</p> <p>Licensed Nursing staff shall complete a patient assessment once every 8 hours and document on DC4-673B, Mental Health Daily Nursing Evaluation.</p>
IC-065	<p>Psychiatric Restraint Use: Vendor shall provide care in accordance with HSB 15.05.10, Psychiatric Restraint.</p> <p>The Registered Nurse Specialist completes an assessment on inmate prior to restraint application Mental Health Emergency Protocol, DC4-683A.</p> <p>The health care professional granting authorization for restraint shall prepare, date,</p>

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	<p>and sign "Authorization for Use of Force," DC6-232.</p> <p>In an emergency, restraints are authorized the Registered Nurse Specialist who begins the process of obtaining an order from the clinician within fifteen minutes of initiating restraints.</p> <p>The physician'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.</p> <p>The Physician's order for restraint shall be documented in the infirmary or inpatient record and include the following:</p> <ol style="list-style-type: none"> 1. Date and time 2. Duration 3. Purpose 4. Release Criteria 5. Authorization for the use of force <p>Documentation of a telephone order must include the content specified above and be countersigned by a physician during the next regular administrative working day.</p> <p>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.</p> <p>Pertinent observations and checks by nursing staff shall be noted on the "Restraint Observation Checklist," DC4-650A as noted below.</p> <p>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.</p> <p>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.</p>

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	<p>An incidental note will be made in the record hourly to note the inmate's condition, behavior, and monitoring activities.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Vital signs shall be taken at the end of the restraint period.</p> <p>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.</p> <p>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).</p>
IC-066	<p>Therapeutic diets shall be prescribed by a clinician (Physician, Advanced Registered Nurse Practitioner, and Physician's Assistant).</p> <p>Vendor shall provide care in accordance with Procedure 401.009, Prescribed Therapeutic Diets.</p> <p>The "Diet Prescription/Order," DC4-728, shall be signed by a Physician, Advanced Registered Nurse Practitioner, Physician's Assistant.</p>

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	<p>The DC4-728 will be used for all therapeutic diet prescriptions/orders with the following distribution by health services:</p> <ol style="list-style-type: none"> 1. White - Food Service 2. Canary - inmate copy 3. Pink - medical record <p>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.</p> <p>The pink DC4-728 copy is to be attached to the "Dietary Prescription Display Sheet," DC4-704B, in the inmate's health record.</p> <p>The 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:</p> <ol style="list-style-type: none"> 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. <p>Unless unusual medical circumstances exist, the Medical Director, or health services designee, may refuse to re-prescribe a therapeutic diet for an inmate who has been non-compliant.</p> <p>Vendor 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.</p>
IC-067	<p>Hunger Strikes: Vendor shall provide care in accordance with Procedure 403.009, Management of Hunger Strikes.</p>

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	<p>Health care staff is to document on the DC4-701, Chronologic al Record of Health Care, that inmate has refused nine consecutive meals.</p> <p>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:</p> <ol style="list-style-type: none"> 1. Baseline history and physical examination including weight and vital signs 2. Order laboratory testing <ol style="list-style-type: none"> a. Metabolic panel b. Complete blood count c. Urinalysis d. Repeat tests as clinically indicated 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. <p>Licensed Nurse shall document follow up in the inmate’s medical record on the “Chronological Record of Health care,” DC4-701.</p> <p>Daily follow-up for inmates in the infirmary shall be completed in accordance with Infirmary Section for Acute Admission.</p> <p>Nutritional and fluid intake shall be documented after each meal.</p> <p>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.</p> <p>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 Assistant Secretary of Health Services or designee.</p> <p>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 Medical Director or appropriate medical/mental health staff.</p>

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No.	Requirement
	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-068	<p>EKG Services shall be available at all times.</p> <p>EKG services shall have the following characteristics:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a. Immediately for the following: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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 treating clinician. 5. EKG equipment shall be properly and safely maintained. <p>The clinician reading EKG Report shall determine when an inmate requires treatment, consult or offsite evaluation.</p>
IC-069	<p>Laboratory Testing:</p> <p>The Vendor is responsible for all laboratory and phlebotomy services, including staff, supplies, and equipment for FDC inmates.</p> <p>The Vendor shall contract with laboratory services that are not available onsite.</p> <p>The clinician shall write order(s) for all laboratory or diagnostic test(s) on Physician's Order Sheet, DC4-714B.</p> <p>Licensed nurse notes all lab/diagnostic order as outlined under Physician's Order section of this document.</p> <p>Inmate Lab appointment are scheduled as ordered by clinician in OBIS by Vendor's health care staff.</p>

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No.	Requirement
	<p>Phlebotomist or Trained nursing staff (Registered Nurse, Licensed Practical Nurse or Certified Nursing Assistant) shall:</p> <ol style="list-style-type: none"> 1. Collect all inmate specimen(s) as ordered by clinician. <ol style="list-style-type: none"> a. If inmate refuses specimen collection the Vendor 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 and on the DC4-701, Chronological Record of Health Care. 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 and DC4-701, Chronological Record of Health Care. 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, Florida Statutes and Chapter 64D-3, Florida Administrative Code and documented in the DC4-710, Communicable Diseases Record. 8. Review culture and sensitivity reports to compare with inmate's prescribed antibiotics; <ol style="list-style-type: none"> 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. <p>All Lab results are documented in OBIS in the following manner:</p> <ol style="list-style-type: none"> 1. If one test value is ordered enter the result; or

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No.	Requirement
	<p>2. If multiple results received, documents see report.</p> <p>Clinician shall review all lab results and initial report once reviewed.</p> <p>Inmate is notified is notified of results and date is noted on the Laboratory Log, DC4-797H.</p> <p>Abnormal results are addressed/treated timely as clinically indicated by the clinician.</p>
IC-070	<p>Laboratory Responsibilities:</p> <p>The Vendor shall ensure laboratory services are available in both the RMC outpatient units and the RMC Hospital.</p> <p>The Vendor will provide Laboratory services to the Main and West Units and Work Camp at RMC, as well as RMC Hospital.</p> <p>STAFFING:</p> <p>The Laboratory is staffed on-site 14 hours each day, Monday through Friday from 4:00am to 6:00pm except weekends and holidays. All other times a licensed medical technician or technologist is on call. The Laboratory is supported by 3 technologists, 3 technicians, a laboratory supervisor and 4 clerical/phlebotomy employees and 2 OPS clerical support personnel. All technical personnel are fully licensed by the Florida Department of Health Division of Medical Quality Assurance. The Laboratory is fully licensed and accredited by the Florida Agency for Health Care Administration and CLIA. The proficiency testing is of high quality in conjunction with the College of American Pathologist.</p> <p>The Laboratory receives all clinical and surgical pathology specimens from RMC Hospital, Outpatient Clinic, Specialty Clinics, Reception Process, Modular Surgery Unit, RMC West Unit, RMC Work Camp, Union CI, FSP, Lawtey CI, Baker CI, Putnam CI, Columbia CI and Hamilton CI. More than 95% of tests requested are performed on site with the remaining sent to referral laboratories.</p> <p>AREAS OF RESPONSIBILITY</p>

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	<p>Reception and Medical Center Laboratory offers a large array of clinical tests on multiple areas such as:</p> <ul style="list-style-type: none"> • General Chemistry and Immunochemistry: • Hematology and Coagulation • Serology and Immunology • Molecular Pathology • Urinalysis • Blood Banking • Referral Services <p>All these tests can be ordered from any computer in the DOC network using Web-Lab that interfaces with the CDC and laboratory information system making our system basically paperless.</p> <p>General Chemistry: Tests include Glucose, BUN, Creatinine, Uric Acid, Sodium, Potassium, Chloride, Carbon Dioxide, Calcium, Phosphorus, Triglycerides, Cholesterol, Total Protein, Albumin, Total and Direct Bilirubin, Amylase, Lipase, AST, ALT, LDH, CPK, Alkaline Phosphatase, and GGT. These tests are offered as single analyses or various profiles. CSF glucose and total protein are available.</p> <p>Immunochemistry includes: Therapeutic drug monitoring: Dilantin, Phenobarbital, Theophylline, Digoxin, Carbamazepine, Valproic Acid, Vancomycin and Gentamycin. Tumor markers such as PSA, CEA and alpha fetoprotein Thyroid studies including TSH, free T4 and free T3 Other: Vitamin B12, folate, cardiac enzymes.</p> <p>Hematology and Coagulation:</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>Automated Hematology tests include a 20 parameter CBC that includes a platelet count and 5-part differential screens. Manual hematology tests include Reticulocyte counts and manual differentials. Manual cell counts are also available on CSF. Coagulation tests performed are PT, INR, and aPTT. Bleeding times are performed when requested by Hematology Specialty Clinic physician.</p> <p>Serology and Immunology Hepatitis profiles, HIV-1 antibody screens, and RPR.</p> <p>Molecular Pathology HIV-1 PCR (HIV Viral Load) testing is performed in batches of at least 18 patients on site in a separate molecular biology laboratory.</p> <p>Urinalysis Routine urinalysis is performed using an automated system, and stool cultures are performed.</p> <p>Blood Banking RMC laboratory coordinates the ordering and dispensing of blood with Life South including emergency transfusion and it is involved in the transfusion process and proper delivery of blood to the right patient.</p> <p>Referral Services Clinical tests not available at RMC Laboratory are sent to Spectra Laboratories. All cytology and surgical specimens are submitted to the University of Florida, RMC coordinates the collection, transportation and resulting of such tests.</p>
IC-071	Genetic testing is performed as outlined in HSB 15.02.18.
IC-072	<p>Radiology: The Vendor 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. Radiological services must be provided to both the inpatient and outpatient units at RMC.</p>

Institutional Care Requirements (IC)

No.	Requirement
	<p>Referral for specialized diagnostic imaging shall be available and completed as clinically necessary.</p> <p>The Radiology Department must function under the supervision of a Board Certified Radiologist. In addition to the supervising Radiologist, the Radiology Unit must also consist of a Radiology Manager, three (3) Radiology Technologists, and two administrative staff members.</p> <p>The Radiology Unit must be open from 7:00 a.m. to 5:00 p.m. Monday-Friday, and 8:00am-12:00 p.m. Saturdays, Sundays and Holidays. Additionally, coverage must be provided for emergencies 24 hours per day.</p> <p>The Radiology Unit must provide the following services:</p> <p>A. <u>Examinations using Contrast Medium</u></p> <ul style="list-style-type: none">• Arthrogram (knee, shoulder and wrist only)• Catheter Checks• T-tube cholangiogram• Oral Cholecystogram• Fistulogram (except upper extremities)• Intravenous Pyelogram• MRI• Myelogram (cervical and lumbar spine)• Nephrostomy• Sialogram• Urethrogram• Venogram <p>B. <u>Examinations using Barium</u></p> <ul style="list-style-type: none">• Barium Enema• Computerized Tomography (CT)• Hypopharyngo-Esophagram• Small Bowel follow-through studies• Upper GI examinations, including swallow studies

Institutional Care Requirements (IC)

No.	Requirement
	<p>C. <u>Computerized Tomography</u></p> <ul style="list-style-type: none"> • Total Body Tomography <p>D. <u>Invasive Procedures</u></p> <ul style="list-style-type: none"> • Lumbar punctures • Myelogram (cervical and lumbar) • Ultrasound guided paracentesis • Ultrasound guided thoracentesis <p>E. <u>MRI-</u></p> <p>All MRI services shall be provided by the Vendor directly, with the exception of the following:</p> <ul style="list-style-type: none"> • All Total Body Imaging (except for MRI of liver and adrenals) • MR Angiography • Open MRI procedures <p>These procedures may be provided in-house by the Vendor, or the Vendor may subcontract with another provider of services within the Community.</p> <p>F. <u>Routine radiographs (x-rays)</u> including those of the chest, abdomen, extremities, spine, etc.</p> <p>G. <u>Ultrasonograms</u></p> <ul style="list-style-type: none"> • Abdominal-Liver, Gallbladder, Renal and Pancreas, etc. • All small parts • Breast • Carotid(s) • Parotid(s) • Paracentesis • Testicles • Thoracentesis • Thyroid • Prostate • Ultrasound guided biopsies

Institutional Care Requirements (IC)	
No.	Requirement
	<ul style="list-style-type: none"> • Arterial & Venous Doppler • Venous Mapping • Liver Biopsies performed in the Modular Surgical Unit <p>H. <u>Nuclear Medicine</u></p> <ul style="list-style-type: none"> • Biliary tract Scintigraphy • Bone Scintigraphy, whole body SPECT • Brain Scintigraphy • Cardiac-thallium and myoview (cardiolite). Including first pass subtraction, redistribution imaging, and thallium stress tests, ventricular function with first passed and ejection fraction. • Gallium Scintigraphy, for the evaluation of occult infection and/or tumor • Hyperthyroidism treatment • Liver and GI tract Scintigraphy • Lung Scintigraphy • MUGA and EF Scans • Octero Scan • Renal Scintigraphy • Salivary Gland Scintigraphy • Testicular Scintigraphy • Thyroid and parathyroid Scintigraphy • Thyroid Uptake Scans • V/Q scan with or without split crystal • White Blood Cell (Ceretek or Indium Scan) <p>The Vendor must coordinate the following studies with another Contract provider: PET/CT Scans (Cancer Center), Sleep Studies, Video EEGs</p>
IC-073	<p>Discharge Planning:</p> <p>Vendor will provide discharge planning in accordance with HSB 15.03.29, Prerelease Planning for Continuity of Health Care.</p> <p>The successful Vendor will be responsible for coordinating the health care portion of</p>

Institutional Care Requirements (IC)

No.	Requirement
	<p>the Department's Re-Entry initiative.</p> <p>The Vendor'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:</p> <ol style="list-style-type: none"> 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. <p>Vendor 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.</p> <p>Vendor 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.</p> <p>Vendor 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.</p> <p>Vendor shall provide all inmates who require immediate medical attention and/or continuity of care as determined by the 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.</p> <p>Vendor shall provide all inmates who require immediate medical attention and/or continuity of care as determined by the 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.</p> <p>Vendor 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</p>

Institutional Care Requirements (IC)	
No.	Requirement
	treatment and or care, etc.
IC-074	<p>Tuberculosis Discharge Planning: Vendor shall comply with HSB 15.03.18 The Vendor 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.</p> <p>The Registered Nurse or Licensed Practical Nurse shall complete the Tuberculosis EOS Health Information Summary, DC4-758 prior to release.</p> <p>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.</p>
IC-075	<p>HIV Pre-Release Planning:</p> <p>Vendor shall provide care in accordance with HSB 15.03.08, DC Policy on Human Immunodeficiency Virus (HIV) Disease and Continuity of Care.</p> <p>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.</p> <ol style="list-style-type: none"> 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-076	<p>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, he will be advised of the possible</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>benefits of having such testing performed and the requirement by the Florida Statute. Inmate will need to sign a DC4-711H, <i>Refusal for HIV Testing Affidavit</i> if he still wishes to refuse.</p> <p>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.</p> <p>If an inmate's HIV status is unknown to the department, the Vendor trained health care staff shall, perform an HIV test on the inmate not less than 60 days prior to the inmate's release date.</p> <p>The Vendor shall record the results of the HIV test in the inmate's medical record on form DC4-710, Communicable Diseases Record.</p> <p>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, the number who received medication, and the number who did not need end-of-sentence testing.</p>
IC-077	<p>End of Sentence Medication and Medical Equipment/Supplies:</p> <p>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 prior to the inmate's release, and shall be placed in a designated secure location in the medical unit for issuance upon release.</p> <p>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.</p> <p>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.</p> <p>The Registered Nurse or Licensed Practical Nurse shall place End of Sentence</p>

Institutional Care Requirements (IC)	
No.	Requirement
	<p>Medication received from pharmacy in a bin, basket or tray in the pharmacy.</p> <p>The Registered Nurse or Licensed Practical Nurse shall create call out list for End of Sentence inmate to pick up medication.</p> <p>The Registered Nurse or Licensed Practical Nurse shall have the EOS inmate sign for the medication just as he/she would for any Keep On Person medication.</p>
IC-078	The Vendor's leadership including the HSA, CHO, and/or DON will communicate frequently with the Warden, keeping him/her informed of all significant events involving health care issues that may affect the normal operation of the RMC (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).
IC-079	The Vendor 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-080	As part of the Infection Control Program, the Vendor will administer an Immunization Program according to National Recommendations of Advisory Committee on Immunization Practices (ACIP), a Tuberculosis Control Program according to CDC guidelines. This program provides all vaccines used in youth settings, including but not limited to HBV, at no cost to the Department. The Vendor's personnel must register for this program
IC-081	The Vendor will administer a Bloodborne Pathogen Control Program according to National Guidelines and Department practices. The Vendor must comply with all provisions of this plan.
IC-082	<p>Employee Health: The Vendor shall be responsible for the Employee Health Program at RMC, in which includes:</p> <ul style="list-style-type: none"> • TB screening and testing; • All vaccinations, to include Hepatitis B immunity by vaccination and/or antibody confirmation; • Immediate review of exposure incidents (Post-exposure follow-up and care is the responsibility of the Vendor); and

Institutional Care Requirements (IC)	
No.	Requirement
	<ul style="list-style-type: none"> 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-083	Infection Control Nurse Orientation Training: The Vendor shall provide infection control orientation and training to each infection control nurse and upon completion, provide Office of Health Service with a copy of their ICN Certification Certificate.
IC-084	The Vendor 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.
IC-085	<p>The Institutional Infection Control Nurse shall collect and report data for the following:</p> <ol style="list-style-type: none"> 1. Antibiotic Resistant Organisms Worksheet –DC4-544D 2. Dialysis Unit Infection Control Report (Lowell)-DC4-539E 3. Employee Tuberculin Skin Testing Report-DC4-520A 4. Inmate TST Report-DC4-786 5. Table I Health care Associated Infections Monthly Report-DC4-539G 6. Table IV Immunizations Monthly Report-DC4-539F 7. Table II Infection Rates & Trends-DC4-539H 8. Monthly Wound Care Report-DC4-810 9. Summary of Infection Control Investigation-DC4-539A 10. Infectious Disease Outbreak Worksheet-DC4-544C <p>The Institutional Infection Control Nurse shall perform monthly Prevalence Walks in accordance with the Infection Control Manual.</p> <p>Inmates shall be screened, tested and treated for tuberculosis in accordance with HSB 15.03.18.</p> <p>Inmates suspected with a communicable disease shall be isolated in accordance with Infection Control Manual until rendered non-infectious.</p> <p>The Institutional Infection Control Nurse ensures that the Airborne Infection Isolation Rooms are monitored for negative airflow (Daily if inmate is housed and monthly when not in use) and documented on Airborne Infection Isolation Room Checklist, DC4-780D.</p>

Institutional Care Requirements (IC)

No.	Requirement
	<p>Reportable diseases and conditions will be reported to the Department of Health in accordance with Section 381.0031(2), Florida Statutes.</p> <p>Inmates will receive immunizations in accordance with HSB 15.03.30.</p> <p>The Institutional Infection Control Nurse shall check equipment and supplies for the following:</p> <ol style="list-style-type: none">1. Check weekly that all sterilized instruments have been sterilized in open position.2. Check weekly that biologic tests are completed and documented3. Check for proper dating on packages: one (1) year from date sterilized.4. Remove instruments that are expired and sterilize.5. Monitor compliance with biomedical waste disposal; check red bags and sharps containers.

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3.4.2.4 Institutional Care Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-004	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.	90% compliance, statewide, with at least	Monthly	\$2,500 per percentage point, or fraction thereof
PM-005	From the time the request is triaged, sick call requests categorized as emergent should be seen by the RN as soon as possible, not to exceed 60 minutes.	98% compliance	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 urgent should be seen by the RN within 24 hours.	96% compliance	Monthly	\$3,000 per percentage point, or fraction thereof
PM-007	From the time the request is triaged, sick call requests categorized as routine should be seen by the RN within 7 calendar days.	85% compliance	Monthly	\$1,500 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-008	All post use-of-force examinations must be conducted within 30 minutes of the actual administration of force, as documented on the incident report	90% compliance	Monthly	\$2,000 per percentage point, or fraction thereof
PM-009	Upon admission, all acute infirmary inmates receive a medical plan of care written by the clinician within 60 minutes.	85% compliance	Monthly	\$2,000 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-010	From the time inmate patient is admitted to the infirmary the Nursing Admission is completed and documented within 2 hours.	85% compliance	Monthly	\$2,000 per percentage point, or fraction thereof
PM-011	Acute Care Admissions to the infirmary must receive a nursing assessment once every eight (8) hours.	85% compliance	Monthly	\$2,000 per percentage point, or fraction thereof
PM-012	Chronic Care Admissions to the infirmary receive a nursing assessment once every seven (7) days.	85% compliance	Monthly	\$2,000 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-013	All 23 Hour Admissions do not exceed 23 hours without a disposition (dispositions include discharge, admitted as acute or transferred to hospital).	85% compliance	Monthly	\$2,000 per percentage point, or fraction thereof
PM-014	The clinician shall make rounds on a daily basis (once every 24-hour period) to assess the care of all acute illness patients in the infirmary.	90% compliance	Monthly	\$2,500 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-015	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	Monthly	\$2,500 per percentage point, or fraction thereof
PM-016	All inmate transfers receive intake screening at new facility no later than 8 hours from the time of their arrival.	85% compliance	Monthly	\$2,000 per percentage point, or fraction thereof
PM-017	From the time inmate patient is admitted to the hospital the Nursing Admission is completed and documented within 2 hours.	85% compliance	Monthly	\$2,000 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-018	Admissions to the hospital must receive a nursing assessment once every eight (8) hours.	85% compliance	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-1 Quarterly Care Report	10 th day of each month (for the previous month)	<ul style="list-style-type: none"> -Number of past due appointments for all Chronic Illness Clinics, as of the last day of the previous month - Number of inmates referred to Specialty Clinics, as of the last day of the previous quarter - Number of inmates see in all Specialty Clinics, as of the last day of the previous quarter - Number of inmates sent to the community for Emergency Care, as of the last day of the previous quarter
DEL-IC-3 Monthly Health Care Associated Infections Report	10 th day of each month (for the previous month)	The Vendor shall provide a Monthly Health care Associated Infections, Table I Report (DC4-539G) for RMC Main Unit and RMC Hospital.
DEL-IC-4 Monthly Infection Attack Rates & Trends Report	10 th day of each month (for the previous month)	The Vendor shall provide a Monthly Attack Rates & Trends, Table II Report (DC4-539H), in accordance with Infection Control Manual.
DEL-IC-5 Monthly Immunizations (Vaccine) Report	10 th day of each month (for the previous month)	The Vendor shall provide a Monthly Immunizations, Table IV Report (DC4-539F) in accordance with Infection Control Manual.

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-IC-6 Infectious Disease Outbreak Worksheet Report	Upon outbreak, followed by daily until outbreak is resolved	The Vendor shall provide the Infectious Disease Outbreak Worksheet Report (DC4-544C) daily until outbreak has resolved in accordance with Department Procedure 401.001 Infection Control Manual.
DEL-IC-7 Department of Health (DOH) Daily Infectious Disease Outbreak Report	Every business day by 3:00 p.m., E.T.	The Vendor shall provide a Daily Infectious Disease Outbreak Report (DC4-543) to DOH, in accordance with Infection Control Manual.
DEL-INFC-10 Summary of Infection Control Investigation Report	Within 7 calendar days of outbreak end	The Vendor shall provide a Summary of Infection Control Investigation Table V Report (DC4-539A) within 7 days of an outbreak being resolved, in accordance with Infection Control Manual.
DEL-INFC-11 Summary Tuberculosis INH Information Report	Within 3 business days of an applicable inmate's EOS	The Vendor 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, in accordance with HSB 15.03.18.
DEL-INFC-12 Bloodborne Pathogen Exposure Report	Within 24 hours of exposure	The Vendor shall provide Inmate Bloodborne Pathogen Reports (DC4-799) & Department Staff Bloodborne Pathogen Reports (DC4-798), in accordance with HSB 15.03.43 and Bloodborne Pathogen Manual

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-INFC-13 Inmate Tuberculosis (TB) Suspects and Tuberculosis (TB) Cases Reporting	Within 24 hours of discovery	The Vendor shall provide the required documentation for a TB Suspect and/or Case, 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 Vendor 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 at RMC are currently being provided Corizon Health. Each Vendor program is physician-based and incorporates evidenced-based criteria through an electronic database system. RMC data for FY 14/15 for utilization of specialty services illustrates that there were 20,758 inmates seen in the RMC Specialty Clinics, the Average Daily Memorial Hospital Census was 12.2, and the RMC Hospital Average Daily Census is currently 86.7. There were 917 procedures performed in the Ambulatory Surgical Center.

Corizon Health services Institutions in Regions 1, 2, and seven (7) institutions in Region 3. They employ Florida UM Staff in offices located in Regions 1, 2, 3, and Memorial Hospital in Jacksonville, FL.

Medical requests from RMC are submitted via email fax and are processed into an electronic UM system by the UM staff located in their Gainesville Regional Office. The RMC medical schedulers are notified of UM decisions through email. The majority of specialty services are provided behind fence through contracted specialists who see inmates at RMC, or at Memorial Hospital Jacksonville. Corizon Health also contracts with Memorial Hospital to utilize a secure medical/surgical wing of 14 beds, in addition to a nine-bed med-surgical overflow unit for a total of 23 secure beds.

RMC inmates who require community hospital level of care are admitted to Memorial Hospital in Jacksonville, or Shands Medical Center in Gainesville. These 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 the inmate's multi-disciplinary medical team. Corizon employs one UM Nurse who is stationed at Memorial Hospital and is in charge of coordinating those discharges back to RMC. An additional inpatient UM Nurse is located at the Gainesville Regional office who manages Shands admissions, RMC Hospital Admissions/Transfers and infirmary transfers.

The Department has an established fee schedule and the RMC Vendor is entitled to reimbursement for services provided to incoming inmates who are in (MS) medical staging status. These inmates are currently being processed through the Department's Office of Health Services (DC UM) Utilization Management Section.

The following procedure is in effect and applies to this group.

For consultations, complete and sign a Consultation Request form DC4-702. A copy of the consultation request along with the authorization number is faxed to DC UM at 386-496-6918.

For surgery and diagnostic procedures, complete and sign a Prior Approval Form DC4-669. A copy of the request for approval of Health Care Services along with supporting documentation and the authorization number is faxed to DC UM at 386-496-6918. DC UM will forward the authorized referral for medical services to the RMC medical scheduler and request an appointment date. The SYSM request for transfer will be initiated by DC UM in conjunction with scheduled date of service.

For RMC Hospital, DC UM is contacted directly (386-496-7377) for admissions to RMC Hospital by the Vendor's UM Nurse or the Private institution's Chief Health Officer.

DC UM will present the authorized admission to the designated RMC Hospital Physician for clearance and request a hospital bed. The SYSM request for transfer will be initiated by DC UM. Appropriate written documentation from medical staff of the sending hospital or institution will be sent with the inmate to ensure continuity of care with the receiving hospital personnel. This information will consist of discharge, concurrent care instructions and DC records for the inmate being transferred. These instructions will be of sufficient content to allow for the receiving hospital personnel to continue the transferring inmates' current medical regime without being interrupted or delayed.

Additional requests for medical services generated once the inmate has been transferred to RMC will be forwarded to DC UM for Vendor authorization prior to scheduling the appointments. If Corizon staff determine that a patient originally sent to RMC for services can receive more appropriate care at a community hospital or provider, the Vendor will be responsible for payments for those services.

3.4.3.3 Utilization Management and Specialty Care Minimum Requirements

Utilization Management and Specialty Care Requirements (UM)	
No.	Requirement
UM-001	The provider will set up Utilization Management Operations located at the Reception Medical Center and secure an outside hospital unit to manage services which RMC is unable to provide.
UM-002	The health care Vendor will implement an electronic Utilization Management Program System, which incorporates nationally accepted evidenced based managed care guidelines.
UM-003	A full scope of specialty services shall be arranged by the Vendor, at the time of transition, to ensure there are no delays in providing specialty care services.
UM-004	The Department expects the majority of the following list of specialty providers to be available on-site but additional services may be required: Oral Surgery, Internal Medicine, Gastroenterology, Surgical Services, Orthopedic Services, Physiotherapy, Otolaryngological, Podiatry, Dermatology, Urology, Neurology, Internal Medicine, Audiology, Neurosurgery, Oncology, Nephrology, Endocrinology, Infectious Disease, Ophthalmology, Optometry, Respiratory Therapy, Cardiology, Physical Therapy, Radiology including CT/MRI, Nuclear Scans and Orthotics.
UM-005	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.
UM-006	The Vendor shall establish a process at the RMC Hospital and Outpatient Units that will enable each site to have easy 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

Utilization Management and Specialty Care Requirements (UM)	
No.	Requirement
	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-007	Specialty Care will be available to inmates from other Contract providers, and Private Partner Facilities (7), who choose to utilize these services through on-site Specialty Clinics, Radiology CT/MRI, Ambulatory Surgery, dental services and Cancer Center, as well as the 110 bed Sub- Acute RMC Hospital and Memorial Hospital services. These inmates are classified as medical staging transfers (MS).
UM-008	The Vendor will establish a process to manage incoming inmates who are in (MS) medical staging status pending Specialty Care Services. The process must include Identification and Tracking, Authorization for Services, Scheduling Appointments, Inpatient Hospital Utilization Reviews, Medical Holds and Re-imbursement Billing.
UM-009	The Vendor shall ensure that All services authorized to be scheduled reflect a completed service date on the 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-010	The Vendor shall ensure all non-authorized services have an Alternative Treatment Plan (ATP) formulated by the reviewing Utilization Management Physician. The ATPs 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-011	All outside hospital admissions and hospital observation stays will be promptly reviewed by the Vendor's Utilization Management Nurses. Nationally managed inpatient 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-012	If the specialty service <u>is authorized</u> 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 Consult Log, in OBIS (Medical Consult and Hospital Movement Screen) and will also be included in the deliverable Utilization Management reports as specified.

Utilization Management and Specialty Care Requirements (UM)	
No.	Requirement
UM-013	<p>Appointments shall be scheduled within the time frames set forth in policy HSB 15.09.04:</p> <p><u>Emergency</u> – These conditions require immediate attention and must be treated as soon as the means of treatment can be provided.</p> <p><u>Urgent</u> – Those conditions which must be treated within twenty-one days or less.</p> <p><u>Routine</u> – The conditions which will tolerate a delay of not more than 45 days without deteriorating into either an urgent or emergent condition.</p>
UM-014	The Vendor will set up Utilization Management Operations located at RMC and secure an outside hospital unit to manage specialty care services which cannot be provided at the RMC Hospital. The secure unit must be approved by the Department's Office of Health Services and the Chief of Security Operations.
UM-015	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-016	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 three (3) days or longer, inmates will be transferred to secure hospital units when medically appropriate and stable.
UM-017	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.
UM-018	Medically intensive transfers including, Infirmary to Infirmary, infirmary to RMC Hospital, hospital to hospital are to be coordinated by Utilization Management Nurses.
UM-019	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 process is in effect for timely access to specialty health care services.
UM-020	The Vendor shall 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-021	RMC staff must have access and abilities to electronically submit

Utilization Management and Specialty Care Requirements (UM)	
No.	Requirement
	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 five (5) business days of receiving.
UM-022	Ensure that All services authorized to be scheduled reflect a completed service date on the 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-023	After hours UM on-call services shall be provided regarding community hospital admissions/discharges and medical transfers.

3.4.3.4 Utilization Management and Specialty Care Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-017	From the date a consult is written, the consult must be scheduled within 21 calendar days, if deemed Urgent.	90% compliance statewide	Quarterly	\$2,500 per percentage point, or fraction thereof

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 45 calendar days, if deemed Routine.	85% compliance statewide	Quarterly	\$2,000 per percentage point, or fraction thereof
PM-019	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	\$2,500 per percentage point, or fraction thereof
PM-020	Every hospital admission and ER Visit shall be entered into OBIS within 72 hours of admission and/or visit.	85% compliance statewide	Monthly	\$2,500 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-021	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	\$3,000 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)
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Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL- UM-001 Daily UM Report	Each business day by 4:00 p.m. (Eastern Time)	<p>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, 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.</p> <p>-Inpatient Admissions Report in excel format to include, Sending 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.</p> <p>-Emergency Room Utilization in excel format – The report will include the following elements; Event date & time, Sending Inmate Name, DC Number, DOB, Age, Diagnosis, Hospital Admission Status Y/N, Event Reason Self Harm or Assault Y/N.</p> <p>-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, 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.</p>

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL- UM-002 Monthly UM Report	By the 10 th business day each month for the preceding month	<ul style="list-style-type: none"> -Identification of new cancer patients, the report will include the following elements; Inmate Name, DC Number, D.O.B., Age, Date of Biopsy, Reference Laboratory, Specimen type, Pathology Diagnosis and the plan of care. -Inmate procedures report by DRG/CPT Coding, , by provider -Inpatient Report to include, Inpatient Totals by Hospital, Number of Admissions, Number of Days, Average Length of Stay and Diagnostic Grouping Descriptions.
DEL-UM-003 Quarterly UM Report	10 th business day of January, April, July and October reflecting information from the previous calendar quarter	<ul style="list-style-type: none"> -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

Institution: The Vendor shall be responsible for, and participate in, quality management and assurance activities, in accordance with policies and procedures. These activities include the following:

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

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

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

3.4.4.2 How Service is Provided Today

The current QM Program is performed today by the CCHC. It participates in quality management, assurance activities and risk management, in accordance with policies and procedures. This includes, but not limited to the following:

- Continuous operational QM efforts routinely performed by staff to ensure efficient operations. This includes, but is not limited to: performing routine site visits to monitor and ensure the health and hospital care system is working properly,

reviewing and analyzing reports and logs to assess appropriate inmate access to health and hospital care on-site and off-site, if applicable, performing problem resolution when necessary, and identifying and assisting with training needs.

- Clinical QM efforts that require specific records review of various clinical functions, such as interventions, treatments, referrals, care review, medication management and administration, etc.
- Establishment and evaluation of an adverse action occurrence-reporting system, to identify risks and minimize errors.
- Establishment of a review system to investigate any suspected sentinel event.

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

3.4.4.3 Quality Management Minimum Requirements

Quality Management Requirements (QM)	
No.	Requirement
QM-001	The Vendor shall establish a QM/QA committee, in accordance with policy.
QM-002	The Vendor shall provide QM oversight, providing the appropriate administrative oversight and support for the QM program, ensuring all QM requirements are carried out in accordance with policy, and developing and maintaining a system for triaging and resolving problems.
QM-003	QM oversight – provide appropriate administrative oversight and support for the QM program, ensuring all QM requirements are carried out in accordance with policy; developing and maintaining a system for triaging and resolving problems.
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 level of 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-007	Participate in external reviews, inspections, and audits as requested and the preparation of responses to internal or external inquiries, letters, or critiques.

Quality Management Requirements (QM)	
No.	Requirement
QM-008	Conduct monthly health care review meetings 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 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-013	The Vendor will respond to findings in accordance with Office of Health Services (OHS) directives. The Vendor responsibilities include: <ul style="list-style-type: none"> 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 Vendor 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	The Vendor shall include occurrences, sentinel events and trending the monthly QM meeting.
QM-017	The Vendor shall establish a Credentialing Committee to review and approve credentials in accordance with policy and provide quarterly rosters of reviews to the Department.
QM-018	<ul style="list-style-type: none"> a. A credentialing and peer review program will be implemented and maintained for the following occupational groups in accordance with HSB 15.03.05 <i>Credentialing and Peer Review Program</i>; section 3.4.4.3 below: b. Physicians (all levels and specialties including psychiatry) c. Advanced Registered Nurse Practitioners (all specialties) d. Physicians Assistant / Clinical Associate e. Dentist (all levels and specialties) f. Psychologist and Provisional Psychologist g. Behavioral Specialist / Mental Health Specialist (exempt from

Quality Management Requirements (QM)	
No.	Requirement
	peer review requirements)
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	<p>Advanced Registered Nurse Practitioner (ARNP) Protocol: Nurse Practice Act, Florida Statutes, Chapter 464 Florida Administrative Code, Rules Chapter 64B-4.009 and 4.010 Administrative Policies Pertaining to ARNPs.</p> <ol style="list-style-type: none"> 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.
OM-021	<p>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.</p> <ul style="list-style-type: none"> • 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

Quality Management Requirements (QM)	
No.	Requirement
	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 Vendor 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 mortality review team shall perform the mortality review using routine mortality review forms in accordance with policy.
QM-025	The Regional QA Committee/team, shall meet at least quarterly to review the results of mortality reviews.
QM-027	Those cases where recommendations are identified at either RMC or outside physician reviewer level shall be forwarded to the Vendor'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-030	Provide QM oversight to ensure the program functions are carried out in accordance with the policy HSB 15.09.01 <i>Quality Management Program</i> and requirements outlined in this ITN. At a minimum, the Vendor shall have the following program management positions: <ul style="list-style-type: none"> 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.
QM-031	Coordinate with the FDC QM Contract Manager protocols for developing studies, trending and analyses of regional health services provided. Expected to present studies, trending and analyses of quarterly health services reports to the FDC QM Committee at scheduled bi-annual

Quality Management Requirements (QM)	
No.	Requirement
	meetings.
QM-032	Regional QM team to review health and hospital 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 <i>Quality Management Program</i> .
QM-033	Ensure RMC is audit/survey ready at all times by adhering to the QM Program's activities utilizing the relevant FDC forms (DC4-512A <i>Quality Management Instrument</i> , DC4-512B <i>Bi-Annual Report</i> , and DC4-512C <i>Corrective Action Plan</i>). 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 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	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 <i>Quality Management Program</i> .
QM-036	Conducts bi-annual quality review utilizing DC4-512A <i>Quality Management Instrument</i> . Indicators that score below 80% require a Corrective Action Plan.
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-040	Correctional Medical Authority (CMA) is required by Section 945.6031, Florida Statutes to conduct a survey at least once every three (3) years at each FDC institution. In accordance to policy HSB 15.09.01 <i>Quality Management Program</i> , at a minimum, the Vendor shall

Quality Management Requirements (QM)	
No.	Requirement
	<ul style="list-style-type: none"> a) Institutions should be 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. <p>In addition, should CMA determine deficiencies are at a critical level and declares a “state of emergency” the Vendor 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 adequate staff to provide services, adequately trained staff and appropriate processes are in place. The Vendor will meet the Departments demands in addressing deficiencies.</p>
QM-041	Provide health services reporting on occurrences and trending in accordance with policy HSB 15.09.08 <i>Risk Management Program</i> , utilizing forms DC4-690A <i>Occurrence Report</i> and DC4-690B <i>Clinical Risk Management Occurrence Trending Report for Inmates Under the Direct Supervision of the Institutional Health Services</i> .
QM-042	Identified occurrences, sentinel events and trending issues to be discussed and included in the monthly RMC QM meeting.
QM-043	Notify FDC Contract Manager of sentinel events as identified in policy HSB 15.09.08 <i>Risk Management Program</i> .
QM-044	<p>The Vendor must verify credentials and current licensure of all licensed health care professionals in accordance with policy HSB 15.09.05 <i>Credentialing and Peer Review Program</i>. At a minimum, the Vendor shall</p> <ul style="list-style-type: none"> a) Establish a Credentialing Committee to review and approve credentials in accordance with above policy. 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, workplace location, type of review (initial or renewal). c) Maintain an employee credentials folder at the RMC, with the individual professional providing service in accordance with policy for accrediting and monitoring purpose. d) Develop and implement peer review processes that include plans

Quality Management Requirements (QM)	
No.	Requirement
	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 a Mortality Review Team, as identified in HSB 15.09.09.
QM-046	The mortality review process will involve the Medical Director, Health Services Administrator, 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 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 health record, outside facility medical records, all relevant FDC records, and the ME report (if available) within ten (10) working days of inmate death.
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 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 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

Quality Management Requirements (QM)	
No.	Requirement
	Coordinator. All costs related to the ME report, and transportation of the body, will be incurred by the Vendor.
QM-053	Any conclusion on the DC4-508, except Acceptable Care provided, will require a Corrective Action Plan (CAP), to be completed by the 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	All psychological autopsies will be completed within ninety (90) days of inmate death, and additional training is by directive of CO staff.
QM-056	Any recommendations by Assistant Secretary of Office of Health Services shall be forwarded to the Vendor's Medical Director for review and/or corrective action to be completed in the appropriate time frame specified in the communication.
QM-057	All recommendations submitted to the Vendor staff by the CO Mortality Review Coordinator, will be completed in the appropriate time frame specified in the communication.
QM-058	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-023	All Mortality Reviews (conducted upon an inmate's death), where it is determined that inaction from the Vendor resulted in the inmate's death	No inmate deaths are caused by inaction from the Vendor such as delayed consultations, failure by the Clinician to follow-up, or purposeful delay of expensive treatments	Per occurrence	\$100,000 per occurrence

3.4.4.5 Quality Management Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-QM-001 Regional Quarterly Reviews	20 th day of the following 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-002 Bi-Annual Clinical Review Reports	July 15 th (for June's review) and January 15 th (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 The Vendor will submit 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 5 th and February 5 th	The Vendor 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 by the 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.
DEL-QM-05 Schedule of QM Reviews	Annually on August 20 th	A schedule of QM reviews for the fiscal year (July 1- June 30).
DEL-QM-06 Response to CMA Report	Within 20 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.

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-QM-07 Clinical Risk Management Occurrence Trending Report	10 th 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).
DEL-QM-08 Sentinel Event Reporting	Within 3 business days of occurrence	Reportable Sentinel Events-will require the completion of a DC4-690A <i>Occurrence Report</i> . Only Sentinel Events that occur under the direct supervision of health services or health service personnel in accordance with HSB 15.09.08 <i>Risk Management Program</i>

3.4.5 Hospital Quality Management Program Service Area

Description

The Vendor shall be responsible for the RMCH quality management program at the approval of the Governing Board in accordance with the Bylaws. The purpose of this program revolves around implementation of a manager's program to monitor, evaluate, and improve patient/inmate care and services. The program recognizes the responsibility for ensuring quality and safe outcomes for patients, stakeholders, visitors and employees lies with managers, as managers determine how human, fiscal, material, and intellectual resources are secured, allocated, used, and preserved in accordance with Florida Laws, Agency for Health Care Administration (AHCA) and hospital policies and procedures. These objectives of this program include the following:

- Assuring that all patients receive appropriate and timely services in a safe environment.
- Assuring systemic monitoring of the treatment environment.
- Assisting in the reduction of professional and general liability risks.
- Enhancing efficient utilization of the resources.
- Assisting in the credential review and privilege delineation.
- Enhancing the identification of continuing educational needs.
- Facilitating the identification of strengths, weaknesses, and opportunities for improvement.

- Facilitating the coordination and integration of information systems.
- Assuring the resolution of identified problems.

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

- **Risk Management (RM) Program:** The internal Risk Management program at RMC Hospital is established at the approval of the Governing Board per Florida Statute 395.0197 and Florida Administrative Code, Chapter 59A-10. The licensed risk manager is responsible for implementation and oversight of the facility's internal risk management program in accordance with RMCH P&P 15.020.
- **Credentialing, Certifications, Continuing Education (CE) and Peer Review:** The Vendor must verify credentials, hospital privilege delineation and the current licensure of all licensed professionals; and provide peer review at the approval of the Governing Board in accordance Florida laws, ACHA and Departmental policy.
- **Mortality Review (MR):** The purpose of this program is to retrospectively monitor and evaluate the quality, and appropriateness, and delivery, of health and hospital care services, upon inmate death. Every inmate death requires a mortality review (except those who are executed).

3.4.6 Pharmaceutical Services Service Area

3.4.6.1 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.

3.4.6.2 How Service is Provided Today

Currently the Department maintains responsibility for dispensing pharmaceuticals and providing stock pharmaceuticals to the RMC facility. The Department is responsible for the cost of formulary and stock medications. The Vendor is responsible for the Consultant Pharmacist of Record for the institutional pharmacy permits and meeting the statutory requirements required to maintain these permits at the RMC facility. The permits remain in the Department's name. The Vendor is responsible for the

Department's cost of non-formulary medications and local pharmacy purchases. Shipping cost of prescriptions dispensed by the Department's pharmacies, including return of applicable patient specific prescriptions, are the responsibility of the Department.

3.4.6.3 Pharmaceutical Services Minimum Requirements

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

Pharmaceutical Services Requirements (PS)	
No.	Requirement
PS-001	The Registered Nurse or Licensed Practical 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.
PS-003	The Registered Nurse or Licensed Practical 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 or Licensed Practical Nurse shall ensure the inmate has swallowed oral medication by checking the oral cavity.
PS-005	All legend medications administered by the Registered Nurse or Licensed Practical 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 or Licensed Practical 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.

Pharmaceutical Services Requirements (PS)	
No.	Requirement
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	<p>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.</p> <p>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.</p> <p>Licensed Registered Nursing staff will mix and / or prepare all IV medications, with the exception of chemo agents.</p> <p>Prior to administering chemo agents (e.g., asparaginase, paclitaxel, docetaxel) that can cause anaphylaxis, verify that emergency resuscitation equipment and drugs are available and carefully observe the patient for pruritus, urticaria, difficulty breathing, back pain, and sudden hypotension.</p>
PS-012	<p>Infirmery Medication Administration: KOP Medication shall be stored in the infirmary for infirmary patients. If patient has their own supply of KOP in the original package the Registered Nurse or Licensed Practical Nurse shall observe the patient self –administer their medication while in the infirmary unless physician orders direct observed therapy (DOT).</p> <p>The Registered Nurse or Licensed Practical Nurse shall return any unused KOP only if it has a valid order to patient upon their discharge from the infirmary.</p>
PS-013	<p>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</p>

Pharmaceutical Services Requirements (PS)	
No.	Requirement
	<p>on DC4-714B, Physician's Order Sheet, for the medication.</p> <p>Single-dose medications shall be delivered and administered by the Registered Nurse or Licensed Practical Nurse to Special Housing.</p> <p>Keep-on-person medications will be returned to the inmate for self-administration unless determined otherwise by health care staff.</p> <p>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.</p> <p>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.</p> <p>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.</p>
PS-014	<p>Medication Refusal: The licensed nurse shall immediately notify the clinician for Medication refusal that may put the inmate's health at risk.</p> <p>The prescribing clinician shall do the following:</p> <ol style="list-style-type: none"> 1. Either 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 to continue 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

Pharmaceutical Services Requirements (PS)

No.	Requirement
	<p>the chart, will be forwarded to the clinician for review and further clinical disposition.</p> <p>If an inmate states they no longer wants to take the medication and will refuse all future doses:</p> <ol style="list-style-type: none"> 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. <p>Documentation of medication refusals will be made in the comments section on the back of the Medication and Treatment Record, DC4-701A.</p> <p>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.</p> <p>The completed DC4-711A along with the chart will be forwarded to the clinician for review and further clinical disposition.</p> <p>The clinician's review shall be documented on the DC4-701 in chronological order.</p>
PS-015	<p>Medication No-shows at the medication window will result in the following actions:</p> <ol style="list-style-type: none"> 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.

Pharmaceutical Services Requirements (PS)	
No.	Requirement
	<p>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.</p> <p>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.</p>
PS-016	<p>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.</p> <p>Clinician's order shall also include placement in a certified isolation management room and self-harm observation status</p> <p>Staff will ensure that use-of-force incidents required to administer medication are documented in accordance with Rule 33-602.210, F.A.C</p>
PS-017	<p>Medication Administration Safety: The licensed nurse who administers medication shall prevent medication errors by applying the following rights:</p> <ol style="list-style-type: none"> 1. Right patient <ol style="list-style-type: none"> a. Check the name on the order and the inmate b. Use two identifiers (inmate ID and ask inmate name) 2. Right medication <ol style="list-style-type: none"> a. Check the medication label b. Check the order 3. Right Dose <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> a. Again, check the order and appropriateness of the route ordered b. Confirm that the inmate can take or receive the medication by

Pharmaceutical Services Requirements (PS)	
No.	Requirement
	<p style="padding-left: 40px;">the ordered route</p> <ol style="list-style-type: none"> 5. Right time <ol style="list-style-type: none"> 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-018	<p>Medication Errors: If the nurse discovers a medication error they shall immediately:</p> <ol style="list-style-type: none"> 1. Evaluate inmate immediately following a medication error and provide monitoring and implement treatment as ordered by clinician <ol style="list-style-type: none"> 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-019	<p>Transferring Inmate Medication: The Registered Nurse or Licensed Practical Nurse shall administer morning medication to transferring inmates on Direct Observed Therapy prior to their departure.</p> <p>The Registered Nurse or Licensed Practical 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.</p> <p>Amount of medication to be transferred is as follows:</p> <ol style="list-style-type: none"> 1. Seven day supply for scheduled transfers to another institution/U.S. Immigration and Customs Enforcement/Court/County Jail; <ol style="list-style-type: none"> a. If a seven day supply of medication(s) is not available, the sending institution will forward the amount the inmate has on hand. 2. Thirty day 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
	<p>The Registered Nurse or Licensed Practical Nurse shall notify the pharmacy if insufficient quantities are on hand.</p> <p>The Registered Nurse or Licensed Practical Nurse shall send new or refill prescriptions for inmates who have transferred to their new location within twenty four hours of receiving medication.</p> <p>The Registered Nurse or Licensed Practical Nurse shall call the receiving facility notifying them that the inmate's medications have been forwarded.</p>
PS-020	<p>Emergency Medication and Jump Bag: The Registered Nurse or Licensed Practical 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.</p> <p>Licensed Nurse shall replace if medication if expired or used and document on form DC4-681, Emergency Medications.</p>
PS-021	<p>Narcotic Key Exchange: The Registered Nurse or Licensed Practical 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 or Licensed Practical Nurse.</p>
PS-022	<p>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 – are signed out on the DC4-781E, Narcotic Accounting Log, when removed from the cart.</p>
PS-023	<p>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.</p>

Pharmaceutical Services Requirements (PS)	
No.	Requirement
PS-024	The Vendor will be responsible for covering dental and mental health pharmaceutical services at RMC.
PS-025	The Vendor shall update all policy and procedure manuals expeditiously as changes occur. Copies of changed procedures or other updates shall be provided to all facilities and the Contract Manager within seven (7) working days of any change, along with a cover sheet indicating the current date of the manual. Annually, in January of each calendar year, the Vendor shall document review of the policy and procedure manual by Health Services' staff at each Department facility.
PS-026	The Vendor 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 Vendor receiving the report.
PS-027	The Vendor 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-028	<p>The Vendor is responsible for and shall provide to the Contract Manager and the Pharmaceutical Services Director the phone number of the Consultant Pharmacist of Record for the RMC Institutional Pharmacy permit(s). The Consultant pharmacist of Record and phone number will be posted in each nursing station 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. The Vendor Consultant Pharmacist of Record for the RMC Institutional Pharmacy Permits is responsible for state, federal or other regulatory agency requirements of the Institutional Pharmacy Permit(s) including:</p> <ul style="list-style-type: none"> • Monthly Consultant Pharmacist inspections

Pharmaceutical Services Requirements (PS)	
No.	Requirement
	<ul style="list-style-type: none"> • Pharmacy and Therapeutics Committee / Pharmacy Services Committee meetings • Continuous Quality Improvement Program Meetings
PS-029	The Vendor shall comply with the Department's formulary in all cases unless a Drug Exception Request (DER) is approved by the Vendor's designee.
PS-030	The Vendor shall ensure that emergency prescriptions are dispensed and delivered immediately.
PS-031	The Vendor 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 <i>Drug Facts and Comparisons</i> , <i>Physicians' Desk Reference</i> , the package insert, or pursuant to an approved DER (Form DC4-648).
PS-032	<p>The Vendor 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.</p> <p>The Vendor shall verify all stock invoices and fax back to the assigned Department Pharmacy upon receipt.</p> <p>The Vendor is responsible for distributing Dorm Medications.</p>
PS-033	The Vendor is responsible for maintaining an adequate supply of stock medications at the 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.
PS-034	The Vendor is responsible for faxing new prescriptions, submitting all prescription refill requests via the pharmacy software or faxing , and faxing

Pharmaceutical Services Requirements (PS)	
No.	Requirement
	stock orders to the RMC Pharmacy. Prescriptions should be faxed throughout the day. Instead of faxing, all prescriptions, refill requests, stock orders, etc. may be delivered to the RMC Pharmacy.
PS-035	The Vendor is responsible for verifying prescription deliveries from the Department's pharmacies and DOH Pharmacy by faxing back verified delivery sheets to the pharmacy. The Vendor will be responsible for picking up prescriptions, stock medications, etc from the RMC Pharmacy.
PS-036	The Vendor will be responsible for returning expired and or damaged stock medications to the RMC Pharmacy or to the Medical CHCC hazardous pharmaceutical waste Vendor per HSB 15.14.04 App C.
PS-037	The Vendor is responsible for the cost of all local pharmacy prescriptions, purchases, deliveries and / or pickup and payment prescribed by their clinicians.
PS-038	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-039	The Vendor 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. 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-043	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-044	The Vendor 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

Pharmaceutical Services Requirements (PS)	
No.	Requirement
	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-045	The Vendor Post Exposure Prophylaxis medications available onsite.

3.4.6.4 Pharmaceutical Services Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-PS-001 Consultant Pharmacist of Record	Within 30 days of contract execution	List of each the Consultant Pharmacist of Record and his/her phone number
DEL-PS-002 Monthly Consultant Pharmacist Inspection Report	15 th day of the month, reflecting information from the previous month	Copy of the Monthly Consultant Pharmacist Inspection for the RMC Permit(s).
DEL-PS-003 Annual Manual Review Log	Annually on January 15 th	Verification of annual review of the Department's Policy and Procedure Manual for Pharmaceutical Operations by each employee

3.4.7 Electronic Health Records (EHR)

3.4.7.1 Description

An Electronic Health Record (EHR) is an digitized version of a patient's health information, which supports consistent treatment pathways, and provides templates, in which to record patient demographics and pertinent health information, including but not

restricted to patient history, active problems, medications, allergies, immunizations, laboratory test results, radiology images, medical procedures, vital signs and personal statistics such as height and weight. As a new part of the desired offering from Vendors, the Department is requiring implementation and maintenance of an electronic health record (EHR) system, reducing the Department's dependence on paper and improving visibility into the inmate's health record.

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

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

3.4.7.2 How Service is Provided Today

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

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

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

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

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

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

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

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

The Vendor shall comply with all HIPAA requirements.

Health Record Retention Periods

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 resultant 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 Vendor for the Department to retain any records, which are needed for joint use. The Department may accept transfer of records to its custody when it determines that the records possess long-term retention value. When records are transferred to or

maintained by the Department, the retention requirements of this paragraph are not applicable to the Vendor as to those records.

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 the time the inmate is released from the Department's responsibility. After seven (7) consecutive years of inactivity, the Department shall authorize destruction/recycling procedures in accordance with law.
6. Hard copies of health records will be securely stored at the Reception and Medical Center (RMC). All health records received at the record archives will be checked to ensure that the color-coded year band is properly attached before filing.

3.4.7.3 Electronic Health Records Minimum Requirements

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

	any EHR system implemented.
EHR-006	The Vendor shall incorporate clinical documentation from off-site sources, seen during the course of the inmate's treatment under the care of the Department, into the inmate's record.
EHR-007	The Vendor shall generate and record patient-specific instructions related to any procedure performed or any discharges.
EHR-008	The Vendor shall capture and track orders based on input from specific care providers, into any EHR system implemented.
EHR-009	The Vendor shall complete diagnostic tests based on orders from care providers of other health specialties.
EHR-010	The Vendor shall provide order sets based on provider input, request, (or system prompt if implemented within an EHR system).
EHR-011	The Vendor shall create, maintain, and verify patient treatment decisions in the form of consents, and authorizations, when required.
EHR-013	The Vendor shall support the use of appropriate standard care plans, guidelines and/or protocols for the management of specific conditions.
EHR-014	The Vendor shall identify, and heed, drug interaction warnings when ordering medications.
EHR-015	The Vendor must provide all necessary intra-oral radiograph sensors be compatible with an electronic health record system.

3.5 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 rapport 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.

Registered Nurse:

At least an Associate 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.

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 Chapter 64B9-3.003, F.A.C.

Executive 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.

Director of Nursing:

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.

Licensed Practical Nurse

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

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 Supervisor:

At least an Associate Degree in 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.

Certified Nursing Assistant Certification:

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.

3.5.1 Interaction with other Health Care Services Vendors

As noted above, the Department is issuing several different ITNs in conjunction with this health care solicitation. It anticipates awarding separate contracts for comprehensive medical services for all facilities, except the 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 at all facilities, and comprehensive medical and hospital administration services provided at the Reception and Medical Center in Lake Butler, Florida. Each Vendor is required to cooperate fully with the Department and the other Vendors 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 Vendors.

Each Vendor 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 Vendor.

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

3.6 Medical Services and Dental Services Vendors

a) Dental Responsibilities

1. The Dental CHCC will be responsible for payment of all non-formulary medications/medicaments prescribed by its dentists
2. The Dental CHCC will be responsible to answer/respond to consults/referrals from Medical/Mental Health within three (3) weeks, unless needed sooner.
3. The Dental CHCC is responsible for infirmary/hospital rounds for all inmate patients placed in such for dental reasons, or at the request of Medical/Mental Health Providers.
4. The Dental CHCC will furnish a dentist on-call list to each Institutional Medical Department in the event a dentist should need to be contacted when an emergent/urgent dental situation arises and no dentist is available at the Institution. When needed the Dental CHCC must ensure that an on-call dentist can travel to another institution when their dentist is unavailable to cover emergent/urgent dental issues, i.e.: after-hours, weekends, holidays
5. The Dental CHCC is responsible for all costs involved in placing/removing dental implants.
6. The Dental CHCC is responsible for all costs involved in providing Palatal Obturators.
7. The Dental CHCC will be responsible for all costs associated with Hyperbaric Oxygen treatment/dives necessitated by the inmate's health situation and/or previous head and neck radiation treatment.
8. The Dental CHCC will be responsible for all costs involved in evaluation and non-surgical/surgical treatment of Temporomandibular Disorder issues/disease except for fractures.
9. The Dental CHCC is responsible for all costs associated with treating intra-oral alveolar fractures. All other facial fractures including but not limited to: maxilla, mandible, condyle, zygomatic arch; is the responsibility of the Medical Services CHCC.
10. The Dental CHCC will be responsible for all costs related to intra-oral, alveolar and lip biopsies for oral pathology or cancer. Biopsies of extra-oral head and neck lesions, lymph nodes, etc. will be the responsibility of the Medical Services CHCC. General dental treatment standards call for a biopsy of oral lesions/suspected lesions if they have not healed within ten (10) days of the first observation/treatment. The biopsy is to be done within two (2) weeks of the determination of need.

11. The Dental CHCC is to complete all needed invasive dental treatment on pre-radiotherapy oncology inmates within five (5) working days of the referral from medical/oncology.

b) Medical Services Responsibilities

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

c) Medical Services and Mental Health Services Vendors

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 Vendor will be responsible for drawing all blood samples and EKGs for inmates housed in an infirmary or outpatient setting.
3. The Medical Vendor shall be responsible for all laboratory costs.
4. The Medical Vendor 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 Vendor 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 Vendor 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 Vendor.
9. The Medical Vendor 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 Vendor 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 Vendor 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.

3.7 Health Care Records

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

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

3.8 Medical Disaster Plan

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

- a) Communications system
- b) Recall of key staff
- c) Assignment of health care staff
- d) Establishment of a triage area
- e) Triage procedures
- f) Health records - identification of injured
- g) Use of ambulance services
- h) Transfer of injured to local hospitals
- i) Evacuation procedures (coordinated with security personnel)
- j) Back-up plan
- k) Use of emergency equipment and supplies
- l) Annual practice drill, according to Department policy.

3.9 Provider Base

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

3.10 Information Technology Requirements

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

3.10.1 Corporate Access to the Departments Network

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

responsible for any costs associated with LAN to LAN connections (e.g. circuit costs) and/or responsible for reimbursement to the Department for fees associated with Client VPN connectivity. Client VPN connectivity fees are estimated to be approximately \$8.00 per user per month and will be a reimbursement to the Department's Office of Information Technology to cover VPN licensing and maintenance fees.

3.10.2VPN Connections

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

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

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

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

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

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

3.10.3 Outside Entity Obligations

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

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

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

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

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

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

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

With regard to VPN connections used by outside entities that are provided by Department-approved VPN providers, the Department bears no responsibility if the installation of VPN software, or the use of any remote access systems, causes system lockups, crashes or complete or partial data loss on any outside entity computing or network equipment. The outside entity is

solely responsible for protecting (backing up) all data present on its computing and network equipment and compliance with all regulatory legislation.

3.10.4 Vendor's Network

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

3.10.5 Transmitting Health Information via E-mail

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

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

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

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

3.10.6 Vendor Data Availability

3.10.6.1 The Vendor shall have the capability for the Department to send data to and pull data from the Vendor's provided health service information technology system via a secure transport method (SFTP, Secure Web Services, etc.); furthermore, the data format should either be XML-based or delimiter-separated values. It is the Vendor's responsibility to provide all

necessary documentation to assist in the integration of data which includes but is not limited to crosswalk tables for code values, schemas, and encodings.

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

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

3.10.7 Information Security Auditing and Accountability

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

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

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

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

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

3.10.9 Events

The following events shall be logged:

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

3.10.10 Content

The following content shall be included with every audited event:

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

5. Outcome (success or failure) of the event.

3.10.11 Response to Audit Processing Failures

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

3.10.12 Time Stamps

The Vendor shall provide time stamps for use in audit record generation. The time stamps shall include the date and time values generated by the internal system clocks in the audit records. The agency shall synchronize internal information system clocks on an annual basis.

3.10.13 Protection of Audit Information

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

3.10.14 Audit Record Retention

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

3.10.15 Compliance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Controlled access procedures for physical access to the data center;
2. Controlled access procedures for electronic connections to the Vendor's network;
3. A process designed to control and monitor outside agencies access to the Vendor's information network;
4. A Firewalling device;
5. Server based antivirus/malware software;
6. Client based antivirus/malware software;
7. Use of unique user IDs with expiring passwords;
8. A process that involves collection of user ID activities and regular review of these activities for unauthorized access;
9. A process that ensures up to date software patches are applied to all information resources

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

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

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

3.11 Accreditation

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

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

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

3.12 Security

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

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

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

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

3.13 Orientation and Training

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

3.13.1.1 The Department will determine what type and duration of orientation and training is appropriate for the Vendor's staff. Job specific orientation/training with regard to particular policies, procedures, rules and/or processes pertaining to the administration of health care and hospital care, shall be coordinated between the Vendor and designated Department staff.

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

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

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

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

3.13.2 OBIS Use and Training

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

3.13.3 OBIS Data Entry and Data Exchange

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

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

3.13.4 OBIS Cost Reimbursements

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

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Vendors

The PUR 1001 is incorporated by reference and may be viewed at the following link:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

4.2 Procurement Officer

Questions related to the procurement should be addressed to:

Allegra Small, Procurement Officer

Florida Department of Corrections

Office of Administration

Bureau of Support Services

501 S. Calhoun Street

Tallahassee, FL 32399

Telephone: (850) 717-3700

Email: purchasing@mail.dc.state.fl.us

4.3 Questions

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

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

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

4.4 Special Accommodations

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

4.5 Alternate Provisions and Conditions

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

4.6 Reply Bond

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

4.7 Pass/Fail Mandatory Responsiveness Requirements

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

- i. Vendor has a minimum of at least five (5) years' experience in providing health care services, three (3) years of which should be in a correctional setting;
- ii. Vendor has experience in the provision of comprehensive health care services for an aggregate patient population of, at least, 5,000 inmate patients at any one time in prison, jail or other comparable managed health care setting;
- iii. Vendor's proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.);
- iv. Vendor will act as the prime Vendor to the Department for all services provided under the Contract that results from this ITN;
- 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 \$2 million dollars or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).
- vi. Respondent will deliver to the Department a Reply bond or check in the amount of \$2 million dollars. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.
- vii. Vendor is registered, or will agree to register, in MFMP before execution of the prospective contract. SEE PUR 1000, SECTION 14. The 1% transaction applies to this contract and is detailed in PUR 1000.
- viii. Vendor attests to its positive financial standing and Vendor's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

4.8 Submission of Replies

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

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

In reply to this ITN, each Vendor shall:

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

4.9 Contents of Reply Submittals

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

The reply shall be organized as follows:

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

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

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

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

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

TAB B shall include the following information:

1. References.

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

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

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

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

2. Prior Work Experience

a. Similar Contracts and Services

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

b. Disputes

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

c. Subcontractor Information

If the Vendor will use subcontractors to provide any of the Services, the Vendor shall provide detailed information for all subcontractors it plans on contracting with to provide any of the Services under the prospective contract. This information

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

TAB C Description of Solution (limit 25 pages)

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

- Its understanding of the current state of health care and hospital 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 Vendor's approach supports the Department's specific goals of the ITN.
- Any risks and challenges with the Department's goals.
- How the Vendor will ensure quality services while ensuring costs are contained.
- The Vendor's approach differentiators.
- The Vendor's transition approach.
- Why the Vendor's solution is best for the state.

TAB D Service Area Detail Solution (limit 150 pages)

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

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

TAB E Transition Plan (limit 30 pages)

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

- 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 – Price Sheet

Vendor shall complete and submit **Attachment IV** – Price Information Sheet for the Contract's initial term and renewal years, and include this form in **TAB F** of its reply to the ITN. The Price Information Sheet shall be submitted as an overall single capitation rate, per-inmate, and per-day.

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

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

TAB H Completed Forms

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

FORM 1	BUSINESS / CORPORATE REFERENCE (TAB B)
FORM 2	PASS / FAIL CERTIFICATION (TAB A)
FORM 3	RESPONDENT'S CONTACT INFORMATION
FORM 4	CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM
FORM 5	NOTICE OF CONFLICT OF INTEREST
FORM 8	SUBCONTRACTING
FORM 9	PRICE INFORMATION SHEET (TAB G)

4.5 Reply Evaluation Criteria

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

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

1. Experience and Ability to Provide Services

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

a. References

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

- 1) How relevant are the services described in the references to the services sought via the ITN?
- 2) How well do the references demonstrate Vendor's experience in performing contracts of similar size and scope for the services sought?
- 3) How well do the References demonstrate Vendor's ability to provide the requested services?

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

b. Prior Work Experience

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

- 1) Has the Vendor demonstrated via the Reply that it has experience in performing contracts of similar size and scope for the services sought?
- 2) How well did the Vendor convey the ability to provide these services?
- 3) Are there any issues or concerns identified regarding Vendor's experience and ability to provide the services?

2. Description of Offering

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

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

3. Service Area Detail Solution

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

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

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

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

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

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

(Lowest Cost Proposal / Respondent Cost Proposal) * (Respondent Technical Evaluation Score / Max Technical Evaluation Score) * Max Cost Proposal Points = Cost Proposal Score

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

<u>Maximum Price Points:</u>	
Base Term (including EHR)	60 points
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), will be awarded 60 points. All others Replies will receive points according to the following formula:

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

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

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

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

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

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

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

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

Cost Proposal Score: Evaluation points awarded to the Vendor’s Cost Proposal

C. REPLY EVALUATION SCORE

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

4.10 Reply Evaluation and Negotiation Process

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

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

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

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

A. Evaluation Phase Methodology

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

Experience and Ability to Provide Services	Available Points (Scored by Evaluators)	Weight	Weighted Available Points
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 are so limited that it results in a low degree of confidence in the Vendor’s response or proposed offering. OR Reply meets many of the basic	2

	requirements specifications, or provision of the specific items, but is lacking in some essential aspects for the specific criteria	
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 Vendor's weighted Final Technical Evaluation Score. The Department will combine the Vendor's Final Technical Score and the Vendor's Final Cost Score to determine the Vendor's Final Evaluation Score.

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

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

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

B. Negotiation Phase Methodology

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

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

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

15. Accept portions of a competing Vendor's reply and merge such portions into one project, including contracting with the entities offering such portions.
16. Waive minor irregularities in replies.
17. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the negotiation team.

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

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

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

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

Selection Criteria:

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

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

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

C. Final Selection and Notice of Intent to Award

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

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

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

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

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

The Secretary or designee will approve an award that will provide the best value to the State, based on the Selection Criteria, taking into consideration the recommended award by the Negotiation Team as reflected in the report of the Procurement Officer. In so

doing, the Secretary or designee is not required to score the vendors, but will base their decision on the Selection Criteria set forth above.

4.11 Reply Opening

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

4.12 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.

4.13 Disposal of Replies

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

4.14 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.

4.15 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 to do 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.

4.16 Mandatory Site Visit and Pre-Bid Conferences

All interested Vendors, before submitting their replies, must visit the following site to become familiar with conditions that may, in any manner, affect the work to be done. **Attendance at the site visit is mandatory.** The Department has set specific dates for the site visits and will not allow visits for individual Vendors or visits at any other time. Interested parties must contact Michael Harrell at Harrell.Michael@mail.dc.state.fl.us 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.**

The site visit shall occur according to the following schedule and interested parties shall meet at the main gate for admittance to the facility. All Department security procedures shall apply. Each site visit will also include a brief pre-solicitation meeting and afford Vendors the opportunity to ask questions.

SITE VISITS SCHEDULE			
Institution	Address	Date	Time
Reception and Medical Center (RMC)	5850 East Milton Road Milton, Florida 32583-7914	January 13, 2016	9:00 a.m. (Central Time)

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

The site visit is an opportunity to tour the facility and is vital to understanding the desired services sought by the Department. The Department will accept verbal questions during the site visit and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; **however, parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing in accordance with Section 4.3.** This written response will be provided to all prospective Vendors as an addendum to the ITN and shall be considered the Department's official answer or position as to the question or issue posed.

Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.

4.17 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu. **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.

4.18 Cost/Price Discussions

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

4.19 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 Certification/Attestation Form, Attachment X.

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

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

4.20 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.

4.21 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.

4.22 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.

4.23 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 Art. I, Sec. 24, Fla. Constitution and Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the contracted service; (b) allow the Department and the public access to records in accordance with the provisions of Chapter 119 and Section 945.10, F.S.; (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; and (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Vendor's possession upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the Department's information technology systems. 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 successful Bidder for a period of five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The Vendor's failure to comply with these provisions shall constitute sufficient cause for termination of this Contract.

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.

4.24 Confidential, Proprietary, or Trade Secret Material

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

4.25 Vendor Substitute W-9

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

4.26 Scrutinized Vendors

In accordance with Section 287.135, F.S., agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated

quarterly. This list is created pursuant to Section 215.473, F.S., which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

4.27 Disclosure of Reply Submittal Contents

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

4.28 Posting of Notice of Agency Decision

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

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

5.15.1. 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 Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/

Diversity in Contracting documentation 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.

5.15.2. 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 Vendor 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 Vendor's insurance related to the Contract. Upon the execution of any Contract resulting from this ITN, the Vendor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

5.8 Copyrights, Right to Data, Patents and Royalties

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

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

The Vendor(s), without exception, shall indemnify, and save harmless the Department and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor(s). The Vendor(s) has no liability when such claim is solely, and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Vendor(s) or is based solely and exclusively upon the

Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Vendor(s) full opportunity to defend the action, and control the defense of such claim.

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

5.9 Independent Contractor Status

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

5.10 Assignment

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

5.11 Force Majeure

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

5.12 Severability

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

5.13 Use of Funds for Lobbying Prohibited

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

5.14 Reservation of Rights

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

5.15 Taxes

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

5.16 Safety Standards

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

5.17 Americans with Disabilities Act

The Vendor(s) shall comply with the Americans with Disabilities Act (ADA). In the event of the Vendor's noncompliance with the nondiscrimination clauses, the ADA, or with any other such rules, regulations, or orders, the contract resulting from this 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 Monitoring Methodology

The Department may utilize any or all of the following monitoring methodologies in monitoring the Vendor'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 Vendor's business location;
- Interviews with Vendor and/or Department staff;
- Review of grievances filed by inmates regarding Vendor'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 Vendor's performance.

To further assist in the contract monitoring process, the Department has established a Vendor'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 Vendor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of this Contract and forward the original to the Contract Manager. All documents referenced in the Self-Certification of Compliance checklist shall be maintained by the Vendor and copies shall be provided to the Department upon request, within three (3) business days.

5.24 Monitoring Performance Outcomes, Measures, and Standards

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in this Contract and all other applicable standards in accordance with Department policies. The Department's Office of Health Services will conduct quarterly site visits, and annual assessments of contract performance and compliance. For those Performance Outcomes that have monthly standards, monitoring shall be conducted quarterly, but will measure monthly performance. Performance shall be measured as specified beginning no sooner than the sixty-first (61st) day after services have been implemented.

If the Department determines the Vendor has failed a Performance Outcome and Standard, the Vendor will be sent a formal Contract communication in accordance with Section 3.24, Communications.

The Vendor will be provided with information-specific to any such non-compliance, in order to adequately investigate the issue. Vendor will be given thirty (30) days, a reasonable time frame to create and implement a corrective action plan.

The Vendor shall have an opportunity to respond to and request a review of the Department's Office of Health Services findings of non-compliance within ten (10) days of receipt of the written notice. The Assistant Secretary will make a final decision on the corrective action within fifteen (15) days of the review.

Corrective action shall be completed within the reasonable time frame given in the written notice or, if a review is requested, within thirty (30) days of final decision. Failure to cure an issue of non-compliance to the reasonable satisfaction of the Department will result in financial consequences and / or cancellation of this contract.

Note: The Vendor shall correct all identified non-compliant service delivery issues related to the Vendor's failure to meet the Performance Outcomes and Standards identified in the Performance Outcomes, Measures, and Standards Section; however, this shall **not** negate the fact that a Performance Outcome and Standard has not been met and that financial consequences will be imposed in accordance with the Financial Consequences Section.

5.25 Rights to Examine, Audit and Administer Resources

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

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

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

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

5.26 Monitoring Other Contract Requirements

Monitoring for Other Contract Requirements will be conducted as determined necessary, but no less than annually, beginning no sooner than the sixty-first (61st) day after services have been implemented. A Contract Monitoring tool will be developed by the Department's Office of Health Services. The monitoring tool will be utilized in review of the Vendor'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 Vendor'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 Vendor 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 Vendor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction where feasible.

Within ten (10) days of receipt of the Department's written monitoring report (which may be transmitted by e-mail), the Vendor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (e-mail acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed thirty (30) days from the date of receipt of the monitoring report by the Vendor. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Vendor 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 in accordance with the Financial Consequences Section. The Contract Manager, Contract Monitoring Team, or other designated Department staff may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

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

5.27 Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof may, in addition to imposition of financial consequences, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section 5.31, Termination.

5.28 Financial Consequences

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

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

the next monthly invoice following imposition of damages; documentation of the amount of consequences imposed shall be included with the invoice.

5.29 Contract Expiration (Responsibilities of Vendor)

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

5.30 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.

5.31 Termination

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

5.31.1 Termination Because of Lack of Funds

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

5.31.2 Termination for Cause

If a breach of the Contract resulting from this solicitation occurs by the Vendor, the Department may, by written notice to the Vendor, terminate the Contract resulting from this solicitation upon twenty-four (24) hours notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original

signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.

5.31.3 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.

5.32 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.

5.33 Indemnification

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

5.34 Inspector General

In accordance with Section 20.055(5), Florida Statutes, 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.

5.35 Cooperative Purchasing

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

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

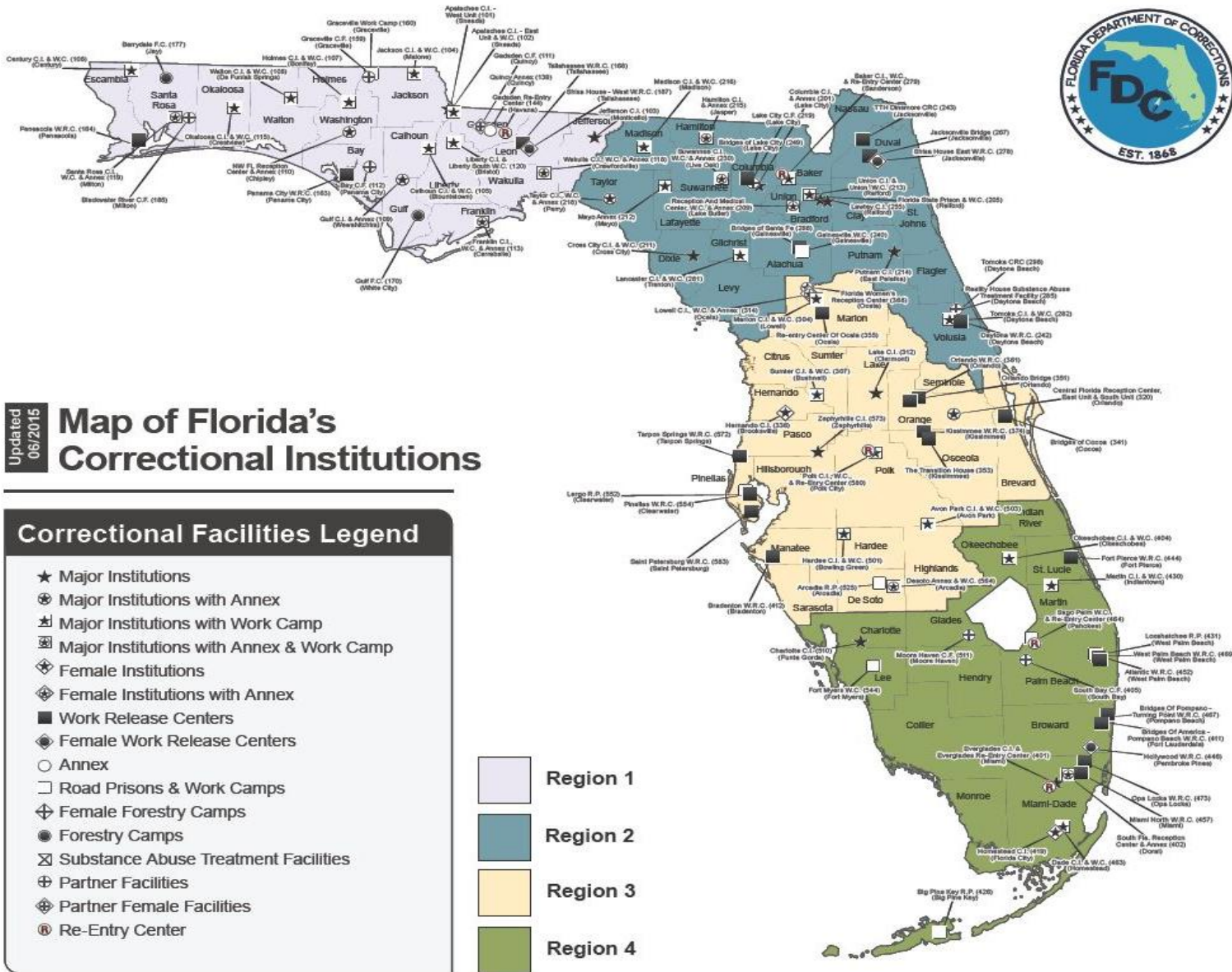
5.36 Performance Guarantee

The Vendor shall furnish the Department with a Performance Guarantee in the amount of twelve million dollars (\$12,000,000.00), on an annual basis, for a time frame equal to the term of the Contract.

The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of the Contract which may result from this ITN. No payments shall be made to the Vendor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Vendor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

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

ATTACHMENT I- MAP OF REGIONS AND CORRESPONDING FACILITIES



Updated 06/2015

ATTACHMENT II-ALL INSTITUTIONS AND SATELLITE FACILITIES

(for informational purposes only, all services will be provided at RMC in Lake Butler, FL)

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

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

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

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

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

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

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

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

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

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

(for informational purposes only, all services will be provided at RMC in Lake Butler, FL)

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

201-COLUMBIA C.I.	1,427	1,354
205-FLORIDA STATE PRISON	1,460	1,353
206-FSP WEST UNIT	802	761
208-R.M.C.- WEST UNIT	1,148	943
209-R.M.C.- MAIN UNIT	1,503	1,275
211-CROSS CITY C.I.	1,022	971
213-UNION C.I.	2,172	1,952
214-PUTNAM C.I.	458	453
215-HAMILTON C.I.	1,177	1,151
216-MADISON C.I.	1,189	1,161
218-TAYLOR C.I.	1,301	1,274
219-LAKE CITY C.F.	894	884
221-R.M.C WORK CAMP	432	430
223-MAYO C.I. ANNEX	1,668	1,301
224-TAYLOR ANNEX	1,409	1,392
227-TAYLOR WORK CAMP	432	406
230-SUWANNEE C.I	1,499	1,269
231-SUWANNEE C.I. ANNEX	1,346	1,318
232-SUWANNEE WORK CAMP	432	413
240-GAINESVILLE W.C.	270	251
250-HAMILTON ANNEX	1,408	1,387
251-COLUMBIA ANNEX	1,566	1,522
252-BRIDGES OF LAKE CITY	156	152
255-LAWTEY C.I.	832	757
256-TTH OF DINSMORE	150	145
261-BAKER WORK CAMP	285	278
262-CROSS CITY WORK CAMP	280	280
265-MAYO WORK CAMP	328	318
267-BRIDGES OF JACKSONVILLE	140	137
268-UNION WORK CAMP	432	393
269-CROSS CITY EAST UNIT	432	370
271-BRIDGES OF SANTA FE	156	144
275-BAKER RE-ENTRY CENTER	432	392
278-SHISA HOUSE EAST	15	15
279-BAKER C.I.	1,165	1,144
280-LANCASTER W.C.	280	183
281-LANCASTER C.I.	592	530
282-TOMOKA C.I.	1,263	1,263
284-TOMOKA WORK CAMP	292	268
285-TOMOKA CRC-285	60	111
289-MADISON WORK CAMP	280	286
290-TOMOKA CRC-290	84	76
298-TOMOKA CRC-298	113	59
299-JACKSONVILLE BRIDGE	140	157
304-MARION C.I.	1,324	1,308

305-SUMTER ANNEX	175	59
307-SUMTER C.I.	1,377	1,207
308-SUMTER B.T.U.	112	36
312-LAKE C.I.	1,093	817
314-LOWELL C.I.	1,176	1,050
316-LOWELL WORK CAMP	394	326
320-CFRC-MAIN	1,659	1,014
321-CFRC-EAST	1,407	815
323-CFRC-SOUTH	150	111
336-HERNANDO C.I.	431	413
345-SUNCOAST C.R.C.(FEM)	165	157
347-BRIDGES OF COCOA	84	80
351-BRIDGES OF ORLANDO	152	147
352-ORLANDO BRIDGE	136	136
353-TTH OF KISSIMMEE	150	150
355-REENTRY CFR OF OCALA	100	100
361-ORLANDO C.R.C.	84	84
364-MARION WORK CAMP	280	279
365-SUMTER WORK CAMP	1,377	275
367-LOWELL ANNEX	1,500	1,419
368-FL.WOMENS RECPN.CTR	1,345	970
374-KISSIMMEE C.R.C.	156	151
381-TTH OF BARTOW	79	73
382-TTH OF TARPON SPRING	84	82
401-EVERGLADES C.I.	1,788	1,463
402-S.F.R.C.	1,315	1,028
403-S.F.R.C SOUTH UNIT	889	636
404-OKEECHOBEE C.I.	1,632	1,603
407-OKEECHOBEE WORK CAMP	444	406
411-BROWARD BRIDGE	172	167
412-BRADENTON BRIDGE	120	118
419-HOMESTEAD C.I.	668	663
420-MARTIN WORK CAMP	264	258
426-BIG PINE KEY R.P.	64	57
430-MARTIN C.I.	1,509	1,474
431-LOXAHATCHEE R.P.	92	89
441-EVERGLADES RE-ENTRY	432	406
444-FORT PIERCE C.R.C.	84	81
446-HOLLYWOOD C.R.C.	156	153
452-ATLANTIC C.R.C.	45	43
457-MIAMI NORTH C.R.C.	186	179
463-DADE C.I.	1,521	1,500
464-SAGO PALM RE-ENTRY C	384	345
467-BRIDGES OF POMPANO	100	93
469-W.PALM BEACH C.R.C.	150	146

473-OPA LOCKA C.R.C.	150	145
501-HARDEE C.I.	1,541	1,535
503-AVON PARK C.I.	956	940
504-AVON PARK WORK CAMP	512	489
510-CHARLOTTE C.I.	1,291	1,281
525-ARCADIA ROAD PRISON	96	94
544-FT. MYERS WORK CAMP	117	115
552-LARGO R.P.	76	74
554-PINELLAS C.R.C.	45	43
560-DESOTO WORK CAMP	288	284
562-POLK WORK CAMP	292	288
563-HARDEE WORK CAMP	1,541	287
564-DESOTO ANNEX	1,453	1,410
573-ZEPHYRHILLS C.I.	758	688
580-POLK C.I.	12,083	1,096
583-ST. PETE C.R.C.	150	139

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**ATTACHMENT IV-PRICE INFORMATION SHEET
ITN# 15-FDC-113**

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.

RMC Medical and Hospital 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)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

RMC Medical and Hospital 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)	\$ _____ -	\$ _____	\$ _____	\$ _____	\$ _____

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

VENDOR NAME

FEIN #

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

ATTACHMENT V – NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
ITN #15-FDC-113

In connection with ITN #15-FDC-113, entitled “Comprehensive Health Care Services-Institutional Medical and Hospital Operations at the Reception and Medical Center” the Florida Department of Corrections (“FDC”) is disclosing to you business information, procedures, technical information and/or ideas identified as “Restricted”.

In consideration of any disclosure and any Restricted information provided by FDC concerning ITN 15-FDC-113, you agree as follows:

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

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

Acknowledged and agreed on _____, 2016

By: _____

(Signature)

Name: _____

Company Name: _____

Title: _____

Florida Department of Corrections (DC)

By: _____

(Signature)

Name: _____

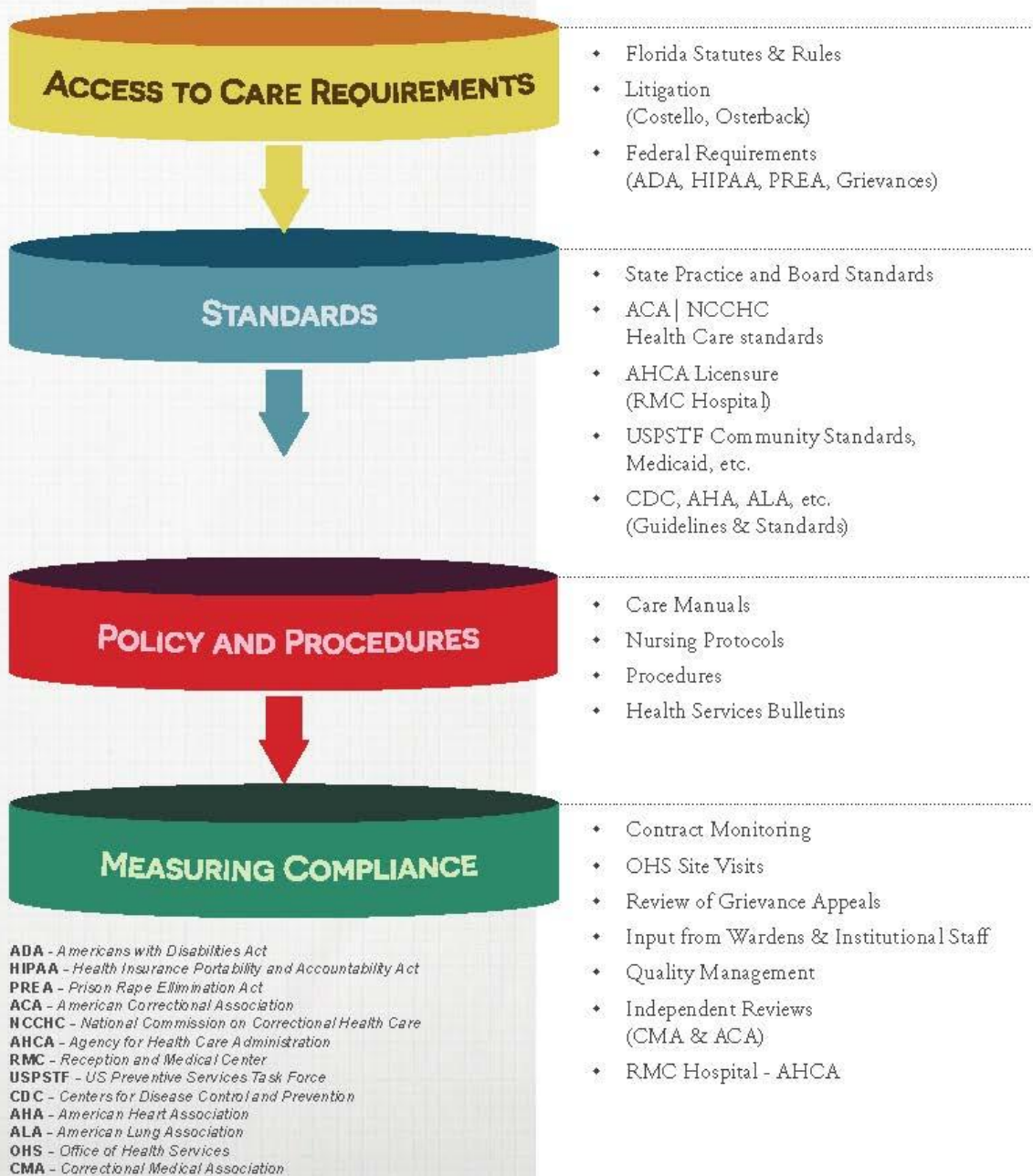
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**ATTACHMENT VI- FDC HEALTHCARE STANDARDS
ITN #15-FDC-113**



MEDICAL STANDARDS OF CARE





MEDICAL STANDARDS OF CARE

ACCESS TO CARE REQUIREMENTS

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

STANDARDS

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

POLICY AND PROCEDURES

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

MEASURING COMPLIANCE

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

**ATTACHMENT VII – PASS/FAIL REQUIREMENT CERTIFICATION
AND NON-COLLUSION CERTIFICATION
ITN #15-FDC-113**

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

2. Prime Vendor

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

3. Performance Bond

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

4. Reply Bond

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

5. Meets Legal Requirements

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

6. MyFloridaMarketPlace Registration and Transaction Fee

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

7. Financial Stability

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

8. Statement of No Inducement:

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

9. Statement of Non-Disclosure:

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

10. Statement of Non-Collusion:

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

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

ATTACHMENT VIII – VENDOR’S REFERENCE FORM
ITN #15-FDC-113

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, 2016. References shall not be given by:

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

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

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

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

ATTACHMENT X – RESPONDENT'S CONTACT INFORMATION
ITN #15-FDC-113

The Respondent shall identify the contact information as described below.

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

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

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

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ATTACHMENT XI – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
ITN #15-FDC-113

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)

ATTACHMENT XII – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
ITN# 15-FDC-113

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and [Insert Contractor Name] ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. Confidentiality Requirements

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

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

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

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

Such report shall notify the Department of:

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

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

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

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

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

3. **Obligations of Department**

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

4. **Termination**

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

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

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

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**ATTACHMENT XIII - NOTICE OF CONFLICT OF INTEREST
ITN# 15-FDC-113**

Organization Responding to Solicitation: _____

Solicitation Number: 15-FDC-113

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

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

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

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

Signature: _____ Date: _____

Name: _____

Title: _____

Organization: _____

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EXHIBIT A- SUMMARIES OF COSTELLO AND OSTERBACK

FLORIDA DEPARTMENT OF CORRECTIONS—LEGAL ISSUES DELIVERY OF HEALTH SERVICES

Costello Litigation

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

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

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

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

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

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

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

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

Osterback Close Management Litigation

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

The terms of the Revised Offer of Judgment were:

- I. Full implementation of Rule 33-601.800, F.A.C.;
- II. Completion of construction re: physical modifications made at institutions;
- III. Implementation of a Close Management Consolidation Plan:
 - a) Consolidation of CM Facilities (four institutions for male inmates and one institution for female inmates);

- b) Staff training on mental health issues relevant to the CM population (including suicide prevention:
 - c) Performance of mental health screening before and after CM placement:
 - d) Behavioral Risk Assessments for each CM inmate:
 - e) Outpatient mental health services (e.g. group/individual counseling; case management; psychiatric consultation; psychotropic medications; timely referral to inpatient care);
 - f) Self-betterment/stimulation programming to CM inmates, in the following areas:
 - a. Reading Material
 - b. Social Phone Calls
 - c. Broadcast Media:
 - d. In-cell Educational Opportunities:
 - e. Cell-Front Tutoring:
 - f. Canteen:
 - g. Day Room Access:
 - h. Individual Exercise:
 - i. Non-Contact Visits:
 - j. Contact Visits:
 - k. Suspension of privileges by an institutional disciplinary team for documented good cause.
- IV. Volunteer recruitment from community for chaplaincy and educational services
- V. Budget Request and Results (expenditures of appropriated funds)
- VI. Correctional Medical Authority (CMA) Monitoring
- VII. Types and numbers of grievances filed under administrative grievance procedure in Chapter 33-103 F.A.C
- VIII. 30-day Response and cure time upon receipt of written allegations of constitutional violations of the ROJ to the Secretary.
- IX. Quarterly written CM Implementation Status Reports and CMA public records reports to Plaintiffs' counsel and to the court.
- X. Afford Plaintiffs' counsel reasonable access to the CM facilities and CM inmates upon request for same twice annually.

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