



FLORIDA DEPARTMENT OF CORRECTIONS

## Office of Administration

**INVITATION TO NEGOTIATE (ITN)**

**FOR**

**COMPREHENSIVE HEALTH CARE SERVICES -  
INPATIENT AND OUTPATIENT MENTAL HEALTH SERVICES**

**ITN #15-FDC-112**

**RELEASED ON  
December 18, 2015**

**By the:**

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**TIMELINE**  
**ITN# 15-FDC-112**

EVENT	DUE DATE	LOCATION
Release of ITN	December 18, 2015	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Mandatory</b> Pre-Bid Conferences and Site Visits	January-February, 2016	See Section 4.16 for a complete listing of these <b>mandatory</b> site visits.
Questions Due	February 23, 2016 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Support Services Email: <a href="mailto:purchasing@mail.dc.state.fl.us">purchasing@mail.dc.state.fl.us</a> <i>(reference solicitation number in subject line)</i>
Anticipated Posting of Answers to Submitted Questions	March 15, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Replies Due and Opened	April 5, 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 19, 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): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Anticipated Negotiations	May-June, 2016	Florida Department of Corrections Bureau of Support Services 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	June, 2016	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## **SECTION 1 – DEFINITIONS**

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

**Access:** 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 providers providing services, required under this ITN, off-site in the community.

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

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

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

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

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

**Contract Compliance Monitoring:** A comprehensive evaluation conducted on an ongoing basis by the Department's Contract Manager or designee 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. Please see Section 945.40-945.49, Florida Statutes for more information.

**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 State of Florida, 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:

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

**Risk Assessment Team (RAT):** The Risk Assessment Team shall consist of a psychologist or psychiatrist and a staff member from security and classification. This risk assessment shall be the basis for recommendations for restrictions on the inmate's movement, housing program participation and clinical activities while the inmate is in an inpatient unit. The assessment of risk for violent behavior shall include a review of the health and institutional record.

**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 mental health 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 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, including mental health care. 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, 13 state-run community release centers, and four (4) re-entry centers.

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

Prior to 2012, FDC ran its health services operation through a combination of state employees, who provided primary care services behind the secure perimeter of the prison, and more than 200 Contractors who provided specialty care, hospital services and ancillary services. Currently, the Department delivers medical, dental, and mental health services through an outsourced model with two (2) Contractors. The Contractors provide on-site primary health care, on- and off-site specialty care, inpatient and outpatient hospital care and ancillary services. One Contractor operates the Reception and Medical Center (RMC) in Lake Butler, FL which includes a licensed one hundred and twenty (120) bed hospital with an ambulatory surgical center and a contracted cancer center. The Department provides pharmacy dispensing services through three (3) regional pharmacies and one (1) hospital pharmacy at RMC.

### **2.2 Statement of Purpose**

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

Specifically, the Department is seeking replies for inpatient and outpatient mental health care services at all institutions, including the Reception and Medical Center (RMC) in Lake Butler, FL. The Department intends to award the Contract statewide.

Throughout the term of the resultant Contract, it will be the policy of the Department to maintain the institutional capacities and functional grades shown in Attachment III at or near the maximum level at each institution. The actual population at each institution may not currently be at maximum capacity; however, the Contractor shall be prepared to deliver health care services, up to and including, the identified maximum capacity level during the term of the resultant Contract. The actual inmate population for each institution, as of 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 are within the scope of the service, additional minimum specifications, modifications, or deletions are needed, and it is in the Department's best interest to change the scope of service with regards to the specified service delivery, then the Department reserves the right to amend the Contract with any Contractor receiving an award. Only changes within the general scope of service are allowed under Chapter 287, F.S.

### **2.3 Procurement Overview**

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

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

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

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

1. Reducing inmate self-injurious behavior and the number of inmates requiring off-site medical care as a result of self-injurious behavior.
2. Reducing suicides.
3. Reducing the use of psychiatric restraints,
4. Reducing use-of-force incidents involving mentally ill inmates.
5. Reducing major rule infractions by mentally ill inmates.
6. Ensuring that inmates in special housing have access to their required level of care.
7. Reducing the volume of inmate grievances and litigation related to mental health care services.
8. Reducing the number of re-admissions to CMHTF.

9. Ensuring eligible inmates have access to necessary pre-release planning for accessing post-release continuity of mental health care and treatment.
10. Reviewing available technologies to provide enhanced services at reduced costs.

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

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

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

### **2.5 Transition and Service Implementation**

The Contractor must have the capability to implement service delivery, as described herein, on a date agreed upon between the Contractor and the Department. As part of their Reply, Respondents should include an Overall Statewide Implementation Timeline, including each institution and a detailed description of the transition plan for each area of mental health service delivery.

### **2.6 Term of Contract**

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

### **2.7 Pricing Methodology**

The Department is seeking pricing that will provide the best value to the State; therefore, interested vendors must submit a Cost Reply utilizing the Price Information Sheet provided as Attachment IV. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most cost effective and innovative solution for services and resources the Vendor can offer, as cost efficiency for the State will be a consideration in determining best value. Vendors shall provide the Cost Reply according to the instructions provided in Section 4.8, Contents of Reply Submittals, Cost Reply.

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

Deductions from the monthly payment to the Contractor will be made for salary and travel costs for the Mental Health Services Contract Monitors, approximately \$750,000.

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

**Mental Health services**

- Behavioral health observation
- Mental health assessments and psychological evaluations
- Counseling services
- Group therapy
- Psychiatry services

**Pharmacy Services**

- All non-formulary prescription medications (except for medications provided through the Federal 340b STD Specialty Care Drug Discount Program).
- All prescription purchases from local pharmacies.

**Other Costs across Service Categories**

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

- All costs for office supplies.
- All costs for on-site office equipment that is needed, in addition to existing equipment.
- Other costs not specifically identified but commonly associated with delivery of necessary mental health services.
- Vendor required computer installations, software, etc.
- The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s).

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

**2.8 Resources**

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

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

a. Original Comprehensive Health Care Services procurements:

[http://www.myflorida.com/apps/vbs/vbs\\_www.ad\\_r2.view\\_ad?advertisement\\_key\\_num=98603](http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98603)

[http://www.myflorida.com/apps/vbs/vbs\\_www.ad\\_r2.view\\_ad?advertisement\\_key\\_num=98604](http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98604)

[http://www.myflorida.com/apps/vbs/vbs\\_www.ad\\_r2.view\\_ad?advertisement\\_key\\_num=98605](http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98605)

[http://www.myflorida.com/apps/vbs/vbs\\_www.ad\\_r2.view\\_ad?advertisement\\_key\\_num=98606](http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98606)

[http://www.myflorida.com/apps/vbs/vbs\\_www.ad\\_r2.view\\_ad?advertisement\\_key\\_num=98607](http://www.myflorida.com/apps/vbs/vbs_www.ad_r2.view_ad?advertisement_key_num=98607)

b. 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>

c. 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>

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

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.

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

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

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

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

#### **Health Care Standards**

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

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

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



Contractors must provide mental health care services in accordance with the national American Correctional Association (ACA) standards, 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 operation. 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 mental health care conditions of those inmates covered under this Contract as of 12:00 a.m. on the first day of the Contract implementation, as described in the Transition Plan approved by the Department. The Contractor shall be responsible for all health care costs incurred for services provided after 12:00 a.m. on the first day of the Contract without limitation as to the cause of an injury or illness requiring mental health care services.

In addition, the Contract shall include the Contractor's plan with clear objectives outlining how they will develop and implement policies and procedures; comply with all state licensure requirements and standards regarding delivery of mental health care services; maintain full reporting and accountability to the Department; and maintain an open, collaborative relationship with the Department's Administration, Office of Health Services, Department staff, Regional Directors, Wardens, and institutional staff.

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

## 3.2 Overview of Services

It is the intent of the Department to acquire a complete and operational mental health services delivery system for the population we serve. Mental health services include observation, mental health assessment, psychological evaluation, and treatment interventions delivered in both inpatient and outpatient settings by mental health staff. The inpatient settings include infirmary mental health services, transitional care units, crisis stabilization units, and corrections mental health treatment facilities. The Director of Mental Health Services, referenced in Section 945.42(4), F.S., serves as principal advisor to the Department on mental health matters and is responsible for the oversight of the mental health delivery system. Any incidental nursing, pharmacy, and/or ancillary services omitted from these specifications may be provided as a part of the Vendor's price in order to deliver a quality, working, comprehensive mental health services delivery system that is in compliance with the specifications of this ITN. The Vendor's mental health care delivery system, training curriculum, staff and supplies must be fully identified, described, and documented within the Vendor's reply. All staff, supplies and other required components of this ITN will be included in the submitted price.

Vendor must operate the mental health services delivery system in a humane manner with respect for inmate's right to appropriate mental health treatment and services.

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

1. Program Management;
2. Mental Health Assessments;
3. Mental Health Services;
4. Outpatient Services;
5. Inpatient and Infirmary Services;
6. Pharmaceuticals Services;
7. Quality Management; and
8. Re-Entry and Aftercare Planning.

These components are discussed in greater detail in Section 3, *Scope of Services Sought*, below.

## 3.3 Service Locations and Service Times

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

**3.3.2 Add/Delete Institutions/Facilities for Services:** The Department reserves the right to add or delete institutions/facilities receiving or requiring services under this Contract upon sixty (60) days' written notice.

**3.3.3 Service Times:** The Contractor shall ensure access to comprehensive health care services as required within Section 3, *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

### 3.4.2 Program Management Service Area

#### 3.4.2.1 Description

The Contractor will be responsible for all overall program management of comprehensive mental health care 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:
  - a. Program Management;
  - b. Mental Health Assessments;
  - c. Mental Health Services;
  - d. Outpatient Services;
  - e. Inpatient and Infirmity Services;
  - f. Pharmaceuticals Services;
  - g. Quality Management; and
  - h. Re-Entry and Aftercare Planning.

Oversight includes:

- a) Resource Planning
- b) Risk and Issue Management
- c) Change Control
- d) Budget Control
- e) Quality Assurance
- f) Problem Resolution

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

**3.4.2.2 How Service is Provided Today**

Program management is performed today by two Comprehensive Health Care Contractors (CHCCs). They coordinate the delivery of health care services and provide management services to include:

- a) Leadership at statewide, regional, and institutional levels
- b) Oversight of all administrative and program management requirements
- c) Problem resolution involving the delivery of health care services, policy compliance, etc.
- d) Ensuring timely delivery of contract reports and deliverables
- e) Overseeing corrective action related to performance issues
- f) Coordinating staffing issues (filling vacancies, employee relations, etc.)
- g) Ensuring responsiveness to requests for copies of records, public records requests, coordination of legal issues, etc.
- h) Resolving issues related to subcontractors (performance, billing, etc.)
- i) Coordinating specialty mental health programs
- j) Maintaining, repairing, and replacing health care equipment
- k) Maintaining, repairing, and replacing FDC computers that were provided at transition
- l) Purchasing and maintaining additional computers as needed
- m) Establishing and maintaining a secure information systems network for CHCC employees

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

**3.4.2.3 Program Management Minimum Requirements**

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

Program Management Requirements (PGM)	
No.	Requirement
<b>PGM-001</b>	<p>Provide administrative oversight to ensure all program management functions are carried out in accordance with the requirements outlined in this ITN. At a minimum, the Contractor shall have the following program management positions:</p> <ul style="list-style-type: none"> <li>a. A corporate officer to serve as the corporate program management liaison to the FDC Director of Health Services Administration.</li> <li>b. Vice-President of Operations (VPO), or equivalent position, to serve as the</li> </ul>

**Program Management Requirements (PGM)**

No.	Requirement
	<p>liaison to the FDC Contract Manager.</p> <ul style="list-style-type: none"> <li>c. Comprehensive Health Care Contractor (CHCC) Mental Health Director to oversee mental health services statewide and serve as the liaison to the Director of Mental Health Services.</li> <li>d. CHCC Psychiatric Consultant , to oversee all psychiatric services statewide and serve as the liaison on psychiatric issues to the Director of Mental Health Services.</li> <li>e. CHCC Director of Mental Health Nursing to oversee all mental health nursing services. and serve as the liaison on mental health nursing issues to the Director of Nursing and the Director of Mental Health Services.</li> <li>f. Regional Mental Health Director for each awarded region, to serve as the liaison to the CHCC Mental Health Director, CHCC Psychiatric Consultant, FDC Regional Directors of Institutions and Wardens.</li> <li>g. Regional Director of Mental Health Nursing responsible for each awarded region that oversees institutional mental health nursing service in the region.</li> <li>h. CHCC Psychological Services Director to oversee the delivery of mental health services at each institution.</li> <li>i. Institutional Director of Mental Health Nursing at each institution with an inpatient mental health unit, to oversee institutional inpatient mental health nursing services.</li> <li>j. CHCC Senior Inpatient Rehabilitation Specialist to oversee in-cell and out-of-cell structured therapeutic activities at all inpatient units and serve as the liaison to the Central Office Ombudsman.</li> <li>k. CHCC Mental Health Re-Entry/Discharge Planning Coordinator, to serve as the liaison with the Central Office Mental Health Re-Entry Manager.</li> <li>l. CHCC Mental Health Training Coordinator, to serve as the liaison with the Assistant Director of Mental Health..</li> <li>m. CHCC Continuous Quality Improvement (CQI) Coordinator to serve as liaison with the Assistant Director of Mental Health Services for Quality Assurance, Quality Management, Utilization Management and Risk Management.</li> <li>n. Administrative staff to handle routine business functions, including customer service, information technology support for field staff, analytics, billing, etc.</li> </ul> <p>Staff must be available by phone on issues related to mental health care service delivery and contract management, Monday through Friday, during business hours. After regular business hours, the Contractor must have on-call telephone coverage, for emergent or urgent purposes only.</p>
<b>PGM-002</b>	<p>Establish and maintain office space to house the Contractor's Florida leadership team. The Contractor will be responsible for all costs associated with this facility, including rent, utilities, equipment, supplies, computers, phone, and other electronics. The Contractor's Statewide leadership team would preferably be located in Tallahassee, FL, while regional leadership would be located within the awarded region(s), preferably in close proximity to the Department's regional</p>

Program Management Requirements (PGM)	
No.	Requirement
	offices.
<b>PGM-003</b>	Work with the FDC Contract Manager to establish and maintain communication protocols for the handling of routine, urgent and emergent contract issues.
<b>PGM-004</b>	Establish an online collaboration site (ex. SharePoint) for sharing documents and other program information between the Contractor and the Department.
<b>PGM-005</b>	Provide a transition plan for the end of the life of the Contract.
<b>PGM-006</b>	Establish and maintain a system to ensure staff and subcontractors working on any contract resulting from this ITN are knowledgeable of and adhere to all applicable Statutes, Rules, Department Procedures, Health Services Bulletins (HSBs), manuals, and forms covering the delivery of health care services, security operations, and the conduct of staff in the institutional health services units. Staff and subcontractors shall be trained on, and given routine access to, all policies and procedures that pertain to their job responsibilities.
<b>PGM-007</b>	Develop and implement a staffing plan that identifies all positions at the state, regional, and institutional levels and ensures compliance with the requirements outlined in this ITN. The staffing plan should be updated periodically, but no less than once a quarter, and is expected to be a flexible so as to respond to institutional mission changes over the course of any Contract resulting from this ITN. In the event there are mission changes that impact on health services functions and responsibilities at institutions covered by this Contract, the Department shall advise the Contractor 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.
<b>PGM-008</b>	<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"> <li>• All Contractor/subcontractor staff providing services under this contract shall meet the minimum requirements.</li> <li>• Staff that does not meet these requirements will not be approved to work on any Contract resulting from this ITN.</li> <li>• All Contractor/subcontractor staff providing services under any contract resulting from this ITN must be fluent in both written and spoken English.</li> </ul> <p><u>Conduct and Safety Requirements</u></p> <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</p>

**Program Management Requirements (PGM)**

<b>No.</b>	<b>Requirement</b>
	<p>guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department. By submitting a response to this ITN, the Contractor acknowledges and accepts, for itself and any of its agents, that all or some of the services to be provided under this Contract shall be provided in a correctional setting with direct and/or indirect contact with the inmate population and that there are inherent risks associated with the correctional environment. Staff conduct requirements are as follows:</p> <ol style="list-style-type: none"> <li>1. The Contractor’s staff shall not display favoritism to or preferential treatment of one inmate or group of inmates over another.</li> <li>2. The Contractor’s staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate’s family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.</li> <li>3. The Contractor’s staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.</li> <li>4. The Contractor’s staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under this Contract.</li> <li>5. The Contractor’s staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this ITN, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.</li> <li>6. At no time shall the Contractor or Contractor’s staff, while delivering services under this Contract, wear clothing that resembles or could</li> </ol>

**Program Management Requirements (PGM)**

No.	Requirement
	<p>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>7. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.</p> <p>8. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Institutional Warden and the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.</p>
<p><b>PGM-009</b></p>	<p>Inmate Health Records must be maintained in accordance with HSB 15.12.03, <i>Health Records</i>.</p> <p>Inmate health care records are the property of the Department. The Department's Medical Services CHCC will be responsible for the maintenance and control of active inmate health care records, in accordance with HSB 15.12.03. However, the Contractor is responsible for entries in the health care record for mental health services, as required. The Contractor is responsible for checking mental health care records in and out from the Medical Services CHCC, in accordance with schedules established by the Medical Services CHCC and approved by the Department. The Medical Services CHCC shall have a process for ensuring the other contractors have access to health care records after hours, for emergent cases only. The Contractor 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.</p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> <li>a. ensure all inmates have a health record that complies with HSB 15.12.03;</li> <li>b. safeguard and secure health records and any other documents containing protected health information, in accordance with Procedure 102.006, <i>HIPAA Privacy Policy</i>;</li> <li>c. employ a sufficient number of trained records clerks to ensure clinical</li> </ol>



<b>Program Management Requirements (PGM)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>information that is significant to inmate health is filed in each health record within 72 hours of receipt;</p> <p>d. assist the Medical Services CHCC with processing health record transfers in accordance with Procedure 401.017, <i>Health Records and Medication Transfer</i>;</p> <p>e. assist the Medical Services CHCC with securing and transporting records of inmates who have reached End-of Sentence (EOS), in accordance with HSB 15.12.03; and assist the Medical Services CHCC in organizing and transmitting 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>
<b>PGM-010</b>	<p>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 services.</p>
<b>PGM-011</b>	<p>Ensure institutional health services staff (including Contractor staff and subcontractors) adheres 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 the time of the service delivery. 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 Contractor shall set up an IT support desk and designate "super users" to serve as the main points of contact to Department staff. The Department will provide staff to coordinate security access requests, and provide train-the-trainer sessions and technical assistance to the super users. This training will be provided prior the transition date and annually thereafter. The Contractor's super users will be responsible for providing training and technical assistance to regional and institutional health services staff. The Contractor will be responsible for ensuring all staff that needs to have access to OBIS is trained on data entry and reporting requirements.</p> <p>In addition, the Contractor will be responsible for providing staff to participate in all phases of the development and implementation process of electronic health records (EHR), including, but not limited to: requirements documentation, training, user acceptance testing, and transitioning from OBIS.</p>
<b>PGM-012</b>	<p><b>Documentation:</b></p> <p>Ensure all direct care staff document mental health care encounters, in accordance with Department policy and professional standards.</p> <p>All mental health care encounters with inmate patients shall be documented</p>

**Program Management Requirements (PGM)**

<b>No.</b>	<b>Requirement</b>
	<p>legibly in the mental 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> <ul style="list-style-type: none"> <li>• Date</li> <li>• Time</li> <li>• Approved unaltered Florida Department Form(s) completed in their entirety, if not applicable strike through or write NA.</li> <li>• Problem oriented charting format SOAPIE for each problem, if no form exists for issue               <ul style="list-style-type: none"> <li>○ S=Subjective data</li> <li>○ O=Objective data</li> <li>○ A=Assessment data</li> <li>○ P=Plan</li> <li>○ I=Interventions</li> <li>○ E= Education and Evaluation</li> </ul> </li> <li>• Signature of writer with title and printed name</li> </ul> <p>Late entries in the medical record shall include:</p> <ul style="list-style-type: none"> <li>• Document on the next available line in the medical record.</li> <li>• The current date and time of the entry.</li> <li>• Late entry for (date of incident/encounter)</li> <li>• Documentation information</li> <li>• Signature of writer with title and printed name.</li> </ul>
<b>PGM-013</b>	<p>Ensure appropriate staff attends all required FDC meetings, including, but not limited to: institutional leadership meetings scheduled by the Wardens; regional meetings scheduled by the Regional Director(s) of Institutions; institutional, regional or statewide meetings scheduled by the Department, including, but not limited to:</p> <p><b>Institutional Meetings:</b></p> <ul style="list-style-type: none"> <li>• <b>Impaired Inmate Committee:</b> Institutional staff multidisciplinary team working together for the development, implementation, and monitoring of an individualized service plan for each impaired inmate.</li> <li>• <b>Institutional Health Services Leadership Meeting with Warden:</b> To discuss issues related to health care services delivery. Scheduled weekly or as needed.</li> </ul> <p><b>Regional Meetings:</b></p> <ul style="list-style-type: none"> <li>• Involving FDC Regional Director and Contractor</li> </ul>

**Program Management Requirements (PGM)**

No.	Requirement
	<p>regional leadership. To discuss issues that impact on multiple institutions within the region; and to facilitate technical assistance/direction on issues related to security.</p> <p><b>Statewide Meetings:</b></p> <ul style="list-style-type: none"> <li>• Quarterly Reviews with FDC Senior Management – the Contractor shall develop the agenda and be prepared to (anytime 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.</li> <li>• <b>Bi-weekly Contract Management Meetings: an opportunity for the Contractor and Contract Manager to</b> review operational issues, discuss best practices and resolve problems.</li> <li>• <b>Pharmacy and Therapeutics Committee meeting:</b> Committee whose members are appointed by the Assistant Secretary of Health Services. Voting members are representative of medical, mental health and dental disciplines. This group meets a minimum of two times per year. The group is responsible for, but not be limited to, the following:             <ul style="list-style-type: none"> <li>• Establishment and maintenance of a comprehensive departmental drug formulary.</li> <li>• Approval of policies and procedures relating to selection, distribution, handling, use and administration of drugs</li> <li>• Evaluation of clinical data concerning new drugs or preparations requested for addition to the formulary.</li> </ul> </li> </ul> <p>3 <b>Statewide Quality Management meetings:</b> Program designed to evaluate and help improve the quality of health care services provided to inmates of the Florida Department of Corrections. Statewide QM meetings take place at least two times per year. Institutional QM meetings are held monthly.</p> <p>4 <b>Statewide Operational Meetings are</b> 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>
<b>PGM-014</b>	<p>Collaboration with Regional and Institutional Leadership</p> <p>Regional Collaborations:</p> <p>The Department’s Regional Director of Institutions is responsible for overseeing the operation of every institution and satellite facility within his/her assigned region. The Contractor’s regional leadership team shall be required to maintain regular communication with the Regional Director of Institutions. These communications will involve discussion on issues such as:</p>

**Program Management Requirements (PGM)**

No.	Requirement
	<ul style="list-style-type: none"> <li>• interpretation of security policies and procedures;</li> <li>• survey/monitoring results, with emphasis on institutions that are not meeting performance standards, and trends involving findings at multiple institutions within the region;</li> <li>• the Contractor's proposed solutions to resolving problems involving health care trends;</li> <li>• plans for new or expanded programs (telepsych, etc.);</li> <li>• best practices that could be replicated in other institutions in the region or in other areas of the state; and</li> <li>• general problem solving.</li> </ul> <p><u>Institutional Collaborations:</u></p> <p>The Department is charged with providing security for the Contractor's staff while in state facilities. The level of security provided will be consistent with and according to the same standards of security afforded to FDC personnel.</p> <p>The Contractor shall be required to work collaboratively with Department security staff in delivering mental health care services at each institution and satellite facility covered by this ITN. All Contractor staff working under any contract resulting from this ITN shall be required to follow all laws, rules, and FDC procedures.</p> <p>The Warden at each institution has full responsibility for the operation of the institution and all associated satellite facilities. The Warden or his/her designee(s) will review security requirements specific to that institution (and its satellite facilities) with the Contractor and establish a schedule of regular meetings with the Contractor's designated institutional mental health services leadership team. These meetings shall provide a forum for the Contractor to:</p> <ul style="list-style-type: none"> <li>• provide status reports to the Warden;</li> <li>• discuss preparations for upcoming surveys and monitoring visits;</li> <li>• track corrective action related to surveys; and</li> <li>• engage in problem solving, etc.</li> </ul> <p>The Contractor is expected to maintain open and honest dialogue with the Warden and to advise him/her of any possible barriers to the effective delivery of care. The Contractor shall also be responsive to the Warden and their designee(s) on any issues that arise between the regularly scheduled meetings.</p>
<b>PGM-015</b>	<p>The Contractor shall:</p> <ol style="list-style-type: none"> <li>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.</li> <li>b) Bear any costs associated with all required compliance inspections, environmental permitting designs, and any experts required by the Department to review specialized medical requirements.</li> <li>c) Ensure all required operating licenses, permits, registrations and</li> </ol>

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	<p>insurance are acquired prior to the transition date at each awarded institution.</p> <ul style="list-style-type: none"> <li>d) Post license and permits at each institution, in accordance with statutory requirements and FDC policy.</li> <li>e) Maintain current copies of the foregoing documents which include, but are not limited to:               <ul style="list-style-type: none"> <li>a. The face-sheet of the current insurance policy showing sufficient coverage</li> <li>b. Any applicable state and/or federal licenses related to services provided under any contract resulting from this ITN</li> </ul> </li> </ul> <p>In addition, 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>
<p><b>PGM-016</b></p>	<p><b>1.</b> The Department will not provide any administrative functions or office support for the Contractor (e.g., clerical assistance, office supplies, copiers, fax machines, and preparation of documents), except as indicated in this Contract.</p> <p><b>2. Space and Fixtures:</b> The Department will provide office space within each health services unit of each institution. The institution shall provide and maintain presently available and utilized health space, building fixtures and other items for the Contractor's use to ensure the efficient operation of the Contract. The institution shall also provide or arrange for waste disposal services, not including medical waste disposal which shall be the responsibility of the Contractor. The Department will maintain and repair the office space assigned to the Contractor, if necessary, including painting as needed, and will provide building utilities necessary for the performance of the Contract as determined necessary by the Department. The Contractor shall operate the space provided in an energy efficient manner.</p> <p><b>3. Furniture and Non-Health Care Equipment:</b> The Department will allow the Contractor to utilize the Department's furniture, and non-health care equipment currently in place in each health services unit. A physical inventory list of all furniture and non-health care equipment currently existing at each institution will be taken by the Department and the current Contractor before the Institution's implementation date. All items identified on the inventory shall be available for use by the awarded Contractor. The Contractor is responsible for the lease or purchase of office equipment such as scanners, copiers, etc. The Contractor shall be responsible for all costs associated with non-health care equipment utilized, including all telephone equipment, telephone lines and service, copy machines or facsimile equipment, and is responsible for all costs, including installation, of any phone, fax or dedicated lines requested by the Contractor. The Contractor is responsible for maintaining any furniture and non-health care equipment identified on the provided inventory, including repair and replacement</p>

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<b>No.</b>	<b>Requirement</b>
	<p>(including installation) of Department-owned equipment. Any equipment damaged or otherwise found to be beyond economical repair after the Contract start date will be repaired or replaced by the Contractor and placed on the inventory list. All inventoried furniture and non-health care equipment identified on the inventory sheet shall remain the property of the Department upon expiration or termination of the contract. All furniture and non-health care equipment purchased by the Contractor, except inventory list replacements, shall remain the property of the Contractor after expiration or termination of the Contract.</p> <p><b>6. Additional Equipment:</b> Any health care service equipment not available in the institutional health services unit upon the effective date of the Contract that the Contractor deems necessary to its provision of health care services under the terms of the Contract, will be the responsibility, and shall be provided at the expense of the Contractor. The Department will permit the Contractor, at the Contractor's expense, to install health care equipment in addition to the Department-owned items on the inventory list provided. Any additional equipment purchased by the Contractor shall be owned and maintained by the Contractor and shall be retained by the Contractor at Contract termination. Any additional equipment purchased, replaced or modified by the Contractor shall meet or exceed the Department's standards for functionality, sanitation and security as determined by the Department's Office of Health Services.</p> <p><b>7. IT Equipment:</b> The Contractor is responsible to have adequate computer hardware and software for staff to perform care, provide required reports and perform essential functions required by this Contract. All required computer equipment must be maintained by the Contractor to ensure compliance with the Department information technology standards.</p> <p><b>8. Forms:</b> The Contractor shall utilize Department forms as specified to carry out the provisions of this Contract. The Department will provide an electronic copy of each form in a format that may be duplicated for use by the Contractor. The Contractor shall request prior approval from the FDC Contract Manager should they wish to modify format or develop additional forms.</p> <p><b>9.</b> The Contractor shall not be responsible for housekeeping services, building maintenance, provision of bed linens for inmate housing, routine inmate transportation and security. However, the Contractor shall be responsible for maintaining the health services unit in compliance with Department policy to include sanitation, infection control, etc, according to Department policy. The Contractor shall be responsible for mental health specialty items (such as mattresses, helmets, blankets and shrouds, and psychiatric restraint materials/devices) within the institution, including, but not limited to, in the inpatient mental health units, any individual cells within the inpatient units, infirmary, confinement unit, etc.</p>

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<b>No.</b>	<b>Requirement</b>
<b>PGM-017</b>	Establish and maintain a provider network sufficient to ensure the provision of all services outlined in this ITN.
<b>PGM-018</b>	The Medical Services CHCC shall develop a Biomedical and Pharmaceutical Waste Plan, which shall address the definition, collection, storage, decontamination and disposal of regulated waste. The Contractor shall cooperate with the Medical Services CHCC on carrying out the approved plan and ensure institutional staff disposal of all biomedical/pharmaceutical waste in accordance with the plan.
<b>PGM-019</b>	The Medical Services CHCC shall develop and maintain an Emergency Medical Services (EMS) plan to ensure the provision of all medically necessary inmate transportation by ambulance or other life-support conveyance, either by ground or air, for all institutions with inpatient mental health units covered by this ITN. The Mental Health Services Contractor shall cooperate with the Medical Services CHCC on carrying out the approved EMS plan.
<b>PGM-020</b>	<p>The Medical Services CHCC shall develop and implement health care emergency plans for each institution and satellite facility covered by this ITN, in accordance with the requirements outlined in HSB 15.03.22, <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. Ensure the plan includes 24-hour emergency coverage, in accordance with HSB 15.03.06, <i>Medical Emergency Plans</i>.</p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> <li>1. cooperate with the Medical Services CHCC in carrying out the requirements of the institutional emergency plan;</li> <li>2. ensure training on HSBs 15.03.06 and 15.03.22 is provided to all institutional staff;</li> <li>3. develop and implement a system for ensuring institutional staff carry out all required emergency activities, including disaster drills and mock codes; and</li> <li>4. participate in all required emergency activities coordinated by the FDC Emergency Operations Center(s).</li> </ol> <p>The medical emergency plan shall include the following items at the minimum:</p> <ol style="list-style-type: none"> <li>1. Communications system;</li> <li>2. Recall of key staff;</li> <li>3. Assignment of health care staff;</li> <li>4. Safety and security of the patient and staff areas;</li> <li>5. Use of emergency equipment and supplies;</li> <li>6. Establishment of a triage area;</li> <li>7. Triage procedures;</li> <li>8. Medical records availability;</li> <li>9. Transfer of injured to local hospitals;</li> </ol>

**Program Management Requirements (PGM)**

<b>No.</b>	<b>Requirement</b>
	<p>10. Evacuation procedures (to be coordinated with security personnel);</p> <p>11. Practice disaster drills covering each shift at least once per year;</p> <p>12. Evaluation of medical emergency drills, including a written report of findings and recommendations</p> <p>13. Training and orientation of health services staff to the plan and respective roles;</p> <p>14. Coordination with outside agencies;</p> <p>15. Report of each actual medical emergency situation within thirty (30) days after the event, including the major medical activities, staffing, casualties, overall evaluation and recommendations. The report shall be provided to the Warden, Regional Health Services Managers, the Director of Medical Services and Director of Health Services Administration.</p> <p>The Contractor’s institutional Health Services Administrator/Director of Nursing, working with the Warden or their designee, will ensure that a written emergency services plan includes the following:</p> <ol style="list-style-type: none"> <li>1. On-site emergency first aid that is equipped with: <ol style="list-style-type: none"> <li>a. Automatic External Defibrillator</li> <li>b. Suction</li> <li>c. On way mask or Ambu bag</li> <li>d. EKG</li> <li>e. IV supplies (solutions, tubing, and start kits)</li> <li>f. Oxygen, masks and tubing</li> <li>g. Jump Bag (15.03.22 Attachment1)</li> <li>h. Emergency Medication (DC4-681)</li> </ol> </li> <li>2. Emergency evacuation of the inmate(s) from the facility.</li> <li>3. Use of an emergency vehicle.</li> <li>4. Use of one or more designated hospital emergency rooms or other appropriate health care facilities.</li> <li>5. Medical Services CHCC’s emergency on-call clinician must coordinate with the Contractor’s psychiatrist.</li> <li>6. Security procedures providing for the immediate transfer of inmates, when appropriate.</li> <li>7. Control and access for keys to secured Jump Bag, medications and emergency treatment area.</li> </ol>
<b>PGM-021</b>	<p>The Medical Services CHCC shall provide and maintain first aid kits in all specified locations in institutions and satellite facilities, in accordance with FDC procedure 403.005, <i>First Aid Kits</i>.</p> <p>The Contractor shall maintain current inventories of all first aid supplies and order new supplies, in accordance with guidelines established by the Medical Services CHCC. This includes the purchase and maintenance of Automated External Defibrillators (AEDs).</p>



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	<p>First aid supplies will be those contained in standard first aid kits and each first aid kit must contain, but is not limited to:</p> <ul style="list-style-type: none"> <li>• An approved CPR barrier device;</li> <li>• At least two (2) pairs of disposable latex gloves (large and medium);</li> <li>• The following bandage materials:               <ol style="list-style-type: none"> <li>1. roll gauze,</li> <li>2. 2" x 2" gauze pads,</li> <li>3. 4" x 4" gauze pads,</li> <li>4. 1" roll tape</li> <li>5. 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);                   <ul style="list-style-type: none"> <li>• Disinfectant for cleaning wounds; and</li> <li>• Expiration date, if applicable.</li> </ul> </li> </ol> </li> </ul> <p>The Medical Services CHCC shall be responsible for purchasing and restocking First Aid Kits in areas described above including satellite facilities. The Medical Services CHCC shall seal First Aid Box with a sealed numbered plastic security seal after restocking. The Contractor shall list the contents and attach the list to the outside of each First Aid Kit.</p>
<b>PGM-022</b>	<p>Registered Nurses are onsite on inpatient mental health unit and shall respond to urgent and emergent inpatient needs, 24 hours a day, seven days a week.</p> <p>A Clinician, Registered Nurse Specialist or Licensed Practical Nurse responds to all medical emergencies immediately and no longer than 4 minutes (First Responder counts as responsive) on the inpatient mental health unit.</p> <p>Emergency care is available when necessary at the nearest community hospital offering 24 hour physician on-duty services, with transportation by local ambulance services.</p>
<b>PGM-023</b>	<p>Contractor will participate in the annual disaster drill. Contractor performs quarterly Mock Codes as outlined in Contractor Staff Development section of this document.</p>
<b>PGM-024</b>	<p>The Contractor shall provide qualified health care staff to respond to Florida Department of Corrections Staff; Contractors; Volunteers; and Visitors for emergencies that occur on the inpatient mental health unit and provide Basic First Aid, Basic Life Support to stabilize while awaiting transportation to health care provider in the community.</p>
<b>PGM-025</b>	<p>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> <p>5 Ensure all staff (including subcontractors) are trained on FDC Procedures 102.006, <i>HIPAA Privacy Policy</i>, and 206.010, <i>Information Technology Security Relating to HIPAA</i>.</p>

<b>Program Management Requirements (PGM)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>6 Ensure a release of information (FDC Form DC4-711B, <i>Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information</i>) must be obtained for the release of all Protected Health Information, except under the conditions outlined in Procedure 102.006, Specific Procedure 2.</p>
<b>PGM-026</b>	<p>Develop, implement, and manage a system for tracking and timely responding to all care inquiries or complaints made by: inmates and individuals inquiring on their behalf (family members, personal representatives, elected officials, the Executive Office of the Governor; Correctional Medical Authority; etc.). When FDC requests copies of health care records, health care summaries, or any other clinical information on inmates, the Contractor shall provide the documentation to the Assistant Secretary of Health Services or designee. The Assistant Secretary of Health services or designee will determine if the request is urgent or routine. Urgent care issues require a response within 24 hours; routine care issues require response within 72 hours.</p> <p>In accordance with HIPAA, a valid Release of Information (ROI), (DC4-711B) 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>
<b>PGM-027</b>	<p>Process all inmate requests, informal grievances and formal grievances in accordance with the following policy directives:</p> <ul style="list-style-type: none"> <li>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>)</li> <li>b) HSB 15.02.01, <i>Medical and Mental Health Care Inquiries, Complaints and Informal Grievances</i></li> </ul> <p>The employee in the leadership position at each institution or designee(s) shall:</p> <ul style="list-style-type: none"> <li>n) serve as the liaison to the Warden and designee(s) on all issues related to institutional mental health care grievances;</li> <li>o) process and respond to inmate requests, informal grievances and formal grievances that involve mental health care services in accordance with policy;</li> <li>p) maintain copies of all mental health-related inmate requests, informal grievances and formal grievance;</li> <li>q) 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</li> <li>r) maintain tracking logs for all mental health-related inmate requests, informal grievance and formal grievances on the DC4-797C, <i>Grievance, Inmate Request or Inquiry Log</i>.</li> </ul>

**Program Management Requirements (PGM)**

<b>No.</b>	<b>Requirement</b>
	<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 102.006, Specific Procedure 2.</p>
<b>PGM-028</b>	<p>Notify the FDC Contract Manager in writing (by email) within twenty-four (24) hours (or next business day, if the deadline falls on a weekend or holiday) of its receipt of notice of any audit, investigation, or intent to impose disciplinary action by any State or Federal regulatory or administrative body, or other legal actions or lawsuits filed against the Contractor that relate in any way to service delivery as specified in the resultant contract. In addition, the Contractor shall provide copies of the below-indicated reports or documents within seven (7) business days of the Contractor's receipt of such reports or documents:</p> <ul style="list-style-type: none"> <li>• Audit reports for any reportable condition, complaints files, or notices of investigation from any State or Federal regulatory or administrative body;</li> <li>• Warning letters or inspection reports issued, including reports of "no findings," by any State or Federal regulatory or administrative body;</li> <li>• All disciplinary actions imposed by any State or Federal regulatory or Administrative body for the Contractor or any of the Contractor's employees; and</li> <li>• Notices of legal actions and copies of claims.</li> </ul> <p>In addition, the Contractor shall cooperate with the Office of Attorney General, State Attorney, or any outside counsel designated by the Department on cases that involve inmate patients who are/were under the Contractor's care.</p>
<b>PGM-029</b>	<p>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 Contractor shall:</p> <ol style="list-style-type: none"> <li>1. allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Florida Statutes, made or received by the Contractor in conjunction with any contract resulting from this ITN;</li> <li>2. ensure all Contractor employees and subcontractors are trained on the provisions of Procedure 102.008;</li> <li>3. provide specialized training to all health information specialists on their role as the record custodian for health services records of active inmates at their institution or health services unit; and</li> <li>4. develop and implement a tracking system for all public records requests received and processed.</li> </ol> <p>Note: Florida has a very broad public records law. There is no requirement in</p>

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No.	Requirement
	Florida Law that requires public records request to be submitted in writing.
<b>PGM-030</b>	<p>Provide mental health care services to inmates with impairments, in accordance with HSB 15.03.25, <i>Impaired Inmate Services</i>, and all appendices. The Contractor shall:</p> <ul style="list-style-type: none"> <li>s) Notify the warden of each institution of the identification of inmates who become impaired or disabled for the availability of an individualized service plan, and for required services of all assigned impaired and disabled inmates;</li> <li>t) Provide a psychological evaluation as appropriate and document service needs on form DC4-691, <i>Impaired Inmate Management and Service Plan</i>;</li> <li>u) 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;</li> <li>v) Participate in quarterly institutional Impaired Inmate Committee meetings in January, April, July and October of each year;</li> <li>w) 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);</li> <li>x) Process transfers of impaired inmates, in accordance with FDC Procedure 401.016, <i>Transfers for Medical Reasons</i>; and</li> <li>y) 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>.</li> </ul> <p>In addition, all impairments that qualify for consideration under the Americans with Disabilities Act (ADA) shall be handled in accordance with Rule 33-210.201, <i>ADA Provisions for Inmates</i>, and FDC Procedure 604.101, <i>Americans with Disabilities Act Provisions for Inmates</i>.</p> <p>A physician, employed by the Medical Services CHCC, 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>.</p> <p>A Psychologist, employed by the Contractor shall have the above responsibilities, in consultation with the Medical Services CHCC'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 Contractor shall cooperate fully with all FDC staff on issues related to the planning and implementation of services for inmates with impairments or ADA accommodation needs.</p>

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<b>No.</b>	<b>Requirement</b>
<b>PGM-031</b>	The Contractor shall advise the Medical Services CHCC of the need for new inmate assistants. The Medical Services CHCC shall provide required training for Inmate Assistants, in accordance with Procedure 403.011, <i>Inmate Assistants for Impaired Inmates</i> .
<b>PGM-032</b>	<p>Follow and enforce the Department's Prison Rape Elimination Act (PREA) policies which mandate reporting and treatment for abuse or neglect of all inmates in secure institutions.</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>z) 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></li> <li>aa) Complete all documentation, reporting and referral requirements outlined in HSB 15.03.36, Section III</li> <li>bb) Train all health care staff on PREA requirements outlined in HSB 15.03.36, Section IV</li> <li>cc)</li> </ul> <p><i>PREA is federal law, Public law 108-79, and is now designated as 42 USC 15601-15609. PREA established a zero tolerance standard against sexual assaults and rapes of incarcerated persons of any age.</i></p>
<b>PGM-033</b>	Implement and oversee a mental 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 3.4.7 below.
<b>PGM-034</b>	<p>Ensure staff performing services under any Contract resulting from this ITN receive required orientation and training, as follows:</p> <ul style="list-style-type: none"> <li>• The Department will determine what type and duration of orientation and training is appropriate for the Contractor's staff. Job specific orientation/training with regard to particular policies, procedures, rules and/or processes pertaining to the administration of mental health care at each institution where the Contractor delivers services, shall be coordinated between the Contractor and designated Department staff.</li> <li>• The Contractor will not be compensated by the Department for any costs incurred as a result of Contractor's staff attending orientation and training, including any wages paid.</li> <li>• The FDC New Employee Orientation will be provided by the Department before the Contractor's staff begins to provide services on-site. The Contractor shall coordinate with designated Department staff at each institution the administration and scheduling of the Contractor's staff new employee orientation.</li> <li>• The Contractor shall be responsible for ensuring that all contractor staff complete forty (40) hours of required annual training. The nature, extent and content of the training will be determined by the Department's Office of Staff Development and published in the Department's Master Training Plan.</li> <li>• The Contractor shall, at their expense, track and document all orientation</li> </ul>

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<b>No.</b>	<b>Requirement</b>
	<p>and training as indicated above.</p> <ul style="list-style-type: none"> <li>• The Department is not responsible for any required professional or non-professional education/training required for the Contractor's staff.</li> <li>• The Contractor shall provide trainers/instructors for training relevant to the Department, including, but not limited to: peer support, psychiatric restraint, and suicide prevention.</li> </ul> <p>All newly employed Registered Nurse Specialists; Licensed Practical Nurses; Certified Nursing Assistants shall receive orientation that includes but is not limited to:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2) Complete Skills Assessment, DC4-678, Emergency Procedures Skills Checklist.</li> <li>3) Where to access and review Florida Administrative Code Chapter 33, Departments Procedures, Health Services Bulletins, Health care Manuals and Forms</li> <li>4) Offender Based Information Management Training</li> <li>5) Demonstrate competency of knowledge and skills for assigned job.</li> </ol> <p>Complete Contractor New Employees complete New Employee Orientation in the Florida Department of Corrections Master Training Plan total of 40 Training Credits.</p>
<b>PGM-035</b>	<p>Contractor's nursing staff must demonstrate ongoing (annual, quarterly and as needed) competency of skills through competency assessment. Contractors Registered Nurse Specialists and Licensed Practical Nurses complete quarterly mock code response training that includes:</p> <ol style="list-style-type: none"> <li>a) Man down drill that is a simulated emergency affecting one individual who needs immediate medical intervention. It involves life-threatening situations commonly experienced in correctional settings. Complete critique of drill on, DC4-679, Med Code 99 Emergency Resuscitation Flow sheet and DC4-677, MED Code 99 Critique.</li> <li>b) Complete the Emergency Skills Checklist, DC4-678.</li> <li>c) Training on inventory and use of Jump Bag, Emergency Equipment and Emergency Medications.</li> </ol>
<b>PGM-036</b>	<p>Maintain copies of nursing orientation, competency and training onsite.</p>
<b>PGM-037</b>	<p>The Contractor's Director of Mental Health Nursing must review updates to Florida Department of Corrections Procedures, Health Services Bulletins, Health Care Manuals and forms within one week of being published.</p>
<b>PGM-038</b>	<p>The Contractor's Director of Mental Health Nursing or designee (qualified Registered Nurse) must ensure that mental health nursing staff review all associated updates of Laws, Rules, Procedure, Bulletins and forms that relate to</p>

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No.	Requirement
	their work assignments.
<b>PGM-039</b>	Contractor provides training as needed to promote understanding and ability to comply with new or revised Laws, Rules, Procedure, Bulletins and forms that relate to their work assignments.
<b>PGM-040</b>	Contractor maintains sign in sheet with employee signatures to affirm that they have read the policies and procedures and understand them.
<b>PGM-041</b>	Contractor's nursing staff must attend education programs to increase personal knowledge of psychiatric disorders, psychiatric nursing interventions, and infection control practices including care of the TB patient, outbreaks and wound care.
<b>PGM-042</b>	<p>To ensure patient rights are protected, in accordance with policy, the Contractor shall:</p> <ul style="list-style-type: none"> <li>dd) ensure inmate protected health information is maintained confidential;</li> <li>ee) honor an inmate's expressed wishes to refuse mental health care, in accordance with 33-401.105, F.A.C, <i>Refusal of Health Care Services</i>. Document all refusals on form DC4-711A, <i>Refusal of Health Care Service</i>, and document the refusal in the patient's medical record, in accordance with requirements outlined in Rule 33-401.105 (3), F.A.C;</li> <li>ff) 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>. ;</li> <li>gg) 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></li> <li>hh) 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</li> <li>ii) ensure all inmates are educated on the policies and procedures contained in this section.</li> </ul>
<b>PGM-043</b>	In addition to the Department's required initial and annual training requirements, mental health training is an important and required component of the total mental health services delivery system. The Contractor will develop and provide, upon request from the FDC Director of Mental Health Services or designee, mental health related training intended to improve clinical and/or operational efficacy. Trainings may include, but are not limited to the Crisis Intervention Team (CIT) for correctional officers, the Role of Security in Inpatient Units, Multidisciplinary Services Team and Individualized Treatment Planning and suicide and self-injury prevention.
<b>PGM-044</b>	Contractor's Nursing Staff shall orient inmates on access to care procedures immediately upon arrival at inpatient mental health unit in accordance with FDC Procedure 403.008, <i>Inmate Health Services Orientation and Education</i> .

**Program Management Requirements (PGM)**

<b>No.</b>	<b>Requirement</b>
	<p>Document the inmate orientation on the DC4-773, <i>Inmate Health Education</i>, and in OBIS.</p> <p>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>Contractor shall provide all inmates communicable disease and health education at:</p> <ul style="list-style-type: none"> <li>• During Periodic Screening if completed while housed at inpatient mental health unit.</li> <li>• No less than 30 days prior to release if completed while housed at inpatient mental health unit.</li> </ul> <p><b>Inmate education</b> include topics such as:</p> <ul style="list-style-type: none"> <li>• Access to health care</li> <li>• Communicable disease (HIV: Hepatitis A, B, C; Gastroenteritis; Syphilis; Chlamydia; Gonorrhea; Human Papilloma Virus; Herpes; Methicillin resistant staphylococcus aureus; and Tuberculosis)</li> <li>• Care of minor skin wounds</li> <li>• Diabetes</li> <li>• Personal / oral hygiene</li> <li>• Exercise</li> <li>• Heart disease</li> <li>• Hypertension</li> <li>• Infection control for kitchen workers</li> <li>• Smoking and smoking cessation</li> <li>• Stress management</li> <li>• Universal Precautions</li> <li>• Co-payment for health services</li> <li>• How to obtain over-the-counter and prescribed medications</li> <li>• Right to refuse medication and treatment</li> <li>• Advance directives</li> <li>• Antibiotic resistant microorganisms;</li> <li>• Hand hygiene;</li> <li>• Medication education; and</li> <li>• Self examination-men and women.</li> </ul> <p>Contractor shall ensure that 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</p>



<b>Program Management Requirements (PGM)</b>	
<b>No.</b>	<b>Requirement</b>
	health education based on their individual needs.
<b>PGM-045</b>	Ensure Contractor's institutional staff, including subcontractors and other services providers, performing services under this 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 each institution's Warden with a report, with proof of tuberculosis symptom screening and testing prior to the start of service delivery by the staff member and annually thereafter. The Contractor shall be responsible for obtaining the TB screening/testing and shall bear all costs associated with the TB screening/testing. Staff will not be allowed on the compound until the initial and annual screenings are completed and results are definitive.
<b>PGM-046</b>	Ensure Contractor staff performing services under this Contract at institutional sites, are vaccinated against Hepatitis B, in accordance with the Department of Health's guidelines prior to the start of service delivery The Contractor shall bear all costs associated with the vaccination of their staff or subcontractor staff.
<b>PGM-047</b>	<p>Participate in Department monitoring reviews, Correctional Medical Authority (CMA) surveys, and American Correctional Association (ACA) accreditations reviews.</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>jj) maintain each institution in a state of readiness at all times;</li> <li>kk) cooperate with monitors/surveyors on requests for information that are made before, during and after visits;</li> <li>ll) develop corrective action plans (CAP) to address all findings and recommendations, in accordance with Department policy and contract monitoring requirements, CMA policy or ACA policy, as applicable;</li> <li>mm) develop and manage a SharePoint site where corrective action documentation can be loaded for review by the FDC and the CMA;</li> <li>nn) manage and track corrective action plans to ensure all actions are carried out in accordance with the timelines in the approved plans.</li> </ul> <p>Note: Following its initial surveys, CMA conducts CAP assessments to determine if corrective action is being carried out in accordance with the corrective action plan. The expectation is that the majority of findings shall be closed by the second on-site CAP assessment visit.</p>
<b>PGM-048</b>	<p>Collaborate with the Federal Bureau of Prisons, County Jails, Private Correctional Facilities and other correctional jurisdictions on intakes, transfers and discharges. Provide mental health care services for inmate patients who are referred from the following programs to institutions covered by this ITN:</p> <ol style="list-style-type: none"> <li>1. <b>Interstate Compact Inmates</b> - Assume all responsibility for the coordination and provision of care, and processing of reimbursements for Interstate Compact inmates, in accordance with established Interstate Compact Agreements. The Contractor shall coordinate all interstate compact medical requests through the Department's designee, to ensure they are appropriately processed.</li> </ol>

**Program Management Requirements (PGM)**

No.	Requirement
	<p><b>2. County Jail Work Programs</b> - The Department sometimes houses inmates in certain county jails where they participate in work programs. Inmates in these programs are returned to the nearest correctional institution for medical care. The Contractor's responsibility includes coordinating the transfer and medical care of these inmates. Currently there are no inmates in these programs; however this may change during the term of the resulting Contract.</p> <p><b>3. Federal Inmates</b> - Coordinate the transfer of inmates to and from Federal prisons. (Note: The Department has a small number of federal inmates in our custody and there is no cost exchanged with the Federal Bureau of Prisons.)</p> <p><b>Private Correctional Facilities</b> - Provide and coordinate mental health care services for all inmates transferred from private facilities to the Department's institutions. Work cooperatively with private facility staff on transfers to and from these facilities.</p> <p>Note: Currently, there are approximately 10,000 inmates housed in seven (7) private correctional facilities managed under contracts by the Department of Management Services (DMS). The Department retains final decision-making authority regarding the transfer of inmates between the Department institutions and private correctional facilities. The Contractor shall coordinate all care for inmates from private correctional facilities through the Department's designee, to ensure they are appropriately processed.</p>
<b>PGM-049</b>	<p>When an inmate with a serious mental health issue is released from a Department institution, the Contractor must identify their mental health conditions during the pre-release stage to identify community resources to meet the inmate's needs. Planning should include, at a minimum, continuing medication with a 30-day supply, which should be provided upon release, unless clinically contraindicated or earlier appointments with outside providers have been scheduled for follow up care.</p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> <li>1. Provide adequate staffing to coordinate discharge planning at each institution. Discharge planning includes making referrals to appropriate community health care settings and participating in the institution discharge planning process to promote continuity of care, to include referral of released inmates for commitment under Chapter 394, F.S. (Baker Act), in accordance with Section 945.46, F.S..</li> <li>2. Develop, implement, and coordinate a comprehensive discharge plan for inmates who are difficult to place due to their offense and are within six months of EOS.</li> <li>3. 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.</li> <li>4. Coordinate the mental health portion of the Department's Re-Entry</li> </ol>

**Program Management Requirements (PGM)**

No.	Requirement
	initiative.
<b>PGM-050</b>	<p>Provide a system for reviewing, processing and paying all claims and invoices for services provided under this ITN. The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements.</p>
<b>PGM-051</b>	<p>Telepsychiatry Health Services may be used to augment direct mental health services, with approval by the Department. Any use of Telepsych shall be in accordance with Department Information Technology and Security requirements for Telehealth, included as part of the available resources.</p> <p><b>Telepsych Services</b> may be utilized under the following conditions:</p> <ul style="list-style-type: none"> <li><b>oo)</b> At S1/S2 institutions to process psychiatric consults</li> <li><b>pp)</b> At S3 institutions to augment outpatient psychiatric services</li> <li><b>qq)</b> The participating psychiatrist must conduct the initial evaluation on-site when assuming responsibility for care</li> <li><b>rr)</b> The Telepsych provider must be Florida licensed and provide services from a FDC institution or one of the contractor's regional offices in Florida</li> <li><b>ss)</b> All sessions must include a mental health professional or nurse in the room with the inmate at the time of the evaluation</li> </ul> <ol style="list-style-type: none"> <li>5. In the case of augmented outpatient services for an S3 inmate, there must be at minimum one psychiatrist or mid-level psychiatric practitioner on location at the institution where the inmate is housed</li> <li>6. Augmented outpatient services will not be utilized for S3 inmates placed in special housing</li> </ol>
<b>PGM-052</b>	<p>The Department has a Doctoral Psychology Internship program that is accredited by the American Psychological Association (APA) and is a member of the Association of Psychology Postdoctoral and Internship Centers (APPIC). The internship mission is to provide training that will produce postdoctoral/entry level psychologists who have the requisite knowledge and skills for successful entry into the practice of professional psychology in general clinical or correctional settings and eventually become licensed psychologists. The internship is organized around a Practitioner-Scholar Model where scientific training is integrated into the practice training component. The internship consists of 2,000 hours over a one year period and begins July 1st and ends on June 30th of the succeeding year.</p> <p>The Department also has a Psychology Post-Doctoral Residency program which is a member of the Association of Psychology Postdoctoral and Internship Centers (APPIC) and in the process of obtaining accreditation by the</p>

**Program Management Requirements (PGM)**

No.	Requirement
	<p>American Psychological Association. The mission of the Residency is to prepare the Psychology Residents for the advanced practice of professional psychology, with an emphasis in correctional psychology.</p> <p>The Contractor is responsible for incorporating the Director of Internship and Residency Training, the Assistant Director of Internship and Residency Training, four (4) Interns, four (4) Residents and a staff assistant into the mental health service delivery system in order to satisfy the internship and residency requirements as determined by the Training Director. The interns and residents complete rotations at different facilities during the year and are supervised by at least three different Florida licensed psychologists.</p>
<b>PGM-053</b>	<p>The Department has had previous working relationships with Nova Southeastern University and the University of Florida for the provision of interns, residents and/or students. Any Contractors responding to this ITN are encouraged to continue the relationships with these universities and/or propose other partnerships that encourage Florida students to consider careers in correctional mental health care.</p>
<b>PGM-054</b>	<p>Assist the Department in processing transfers for inmates in need of inpatient mental health services. The Department must approve all transfers to beds/cells in the Department's ten (10) inpatient mental health units.</p>
<b>PGM-055</b>	<p>Provide mental health services to inmates at satellite facilities, in accordance with HSB 15.07.02, <i>Health Services for Inmates in Community Facilities</i>. The Contactor shall:</p> <ol style="list-style-type: none"> <li>7. include proposed staffing for satellite facilities in the required Staffing Plan;</li> <li>8. assist the Medical Services CHCC in maintaining health records for inmates at satellite facilities in accordance with HSB 15.12.03, and HSB 15.07.02, Section IV;</li> <li>9. provide basic mental health services at each satellite facility;</li> <li>10. provide mental health services that are beyond the capability of the satellite facility at the parent institution; and</li> <li>11. track utilization costs for inmates in satellite facilities, in accordance with HSB 15.07.02, Section III.</li> </ol>
<b>PGM-056</b>	<p>Contractor staff (employees and subcontractors) shall be required to follow all Department security requirements. The Warden and their designee(s) have full operational control of the institution and designated satellite facilities. Contractor staff shall be required to follow all security directives including, but not limited to: those dealing with requirements for entering and existing institutions; counts; lockdowns; use of restraints, incident reporting; etc.</p>
<b>PGM-057</b>	<p>The Contractor is expected to coordinate outside referrals with the Medical Services CHCC's Utilization Management team. Contractor staff shall not provide personal transportation services to inmates. Schedule off-site services (including specialty consults and hospital care) should be as physically close to the institution, to the extent possible</p>
<b>PGM-058</b>	<p>When inmates experiencing emergent or urgent health problems on the inpatient mental health unit (CMHTF, CSU and TCU) are brought to the attention of the Contractor's mental health care staff, they must be prepared to address them</p>

**Program Management Requirements (PGM)**

<b>No.</b>	<b>Requirement</b>
	<p>immediately. This response may consist of permitting the patient to report or be escorted to the health services unit/infirmery for evaluation, or sending staff to the patient's location. The Contractor must plan in advance for the management of emergency services, their coordination with the Medical Services CHCC, and must maintain an "open" system capable of responding to emergency circumstances as they occur.</p>
<b>PGM-059</b>	<p>The Contractor shall certify isolation management rooms and observation cells in accordance with Procedure 404.002, <i>Isolation Management Room and Observation Cells</i>.</p> <p>An Isolation Management Room (IMR) is a cell in an infirmary or inpatient mental health unit that has been certified as being suitable for housing those with acute mental impairment or those who are at risk for self-injury.</p> <p>An Observation Cell (OC) is a confinement cell that has been certified as meeting the housing and safety criteria of "Isolation Management Rooms and Observation Cells," Procedure 404.002. Use of an OC is considered temporary housing until an IMR becomes available and will not exceed seventy-two (72) continuous hours.</p> <p>The Contractor will ensure that each IMR/OC is certified by a Regional Mental Health Director in accordance with all standards and guidelines in Procedure 404.002 with documentation on the DC4-527 <i>Checklist for Review of Isolation Management Room/Observation Cell</i>. These completed checklists should be readily available at the institution for review at all times.</p> <p>Each isolation management room/observation cell will be inspected and certified at least yearly and at any time damage or a structural change occurs that affects one (1) or more of the criteria listed in Procedure 404.002.</p> <p>The Contractor will purchase and ensure that approved suicide mattresses, blankets, and garments are available in the quantities, specified in Procedure 404.002 for all certified Observation Cells and all certified IMRs located in inpatient units and infirmary settings:</p> <ol style="list-style-type: none"> <li>1. one (1) mattress and two (2) blankets and garments per each IMR located in an inpatient unit;</li> <li>2. one (1) mattress and three (3) blankets and garments per each IMR located in an Infirmary setting and each Observation Cell.</li> </ol>
<b>PGM-060</b>	<p>Contractor staff are required to report various incidents, as described in Procedure 602.008, Incident Reports-Institutions:</p> <ul style="list-style-type: none"> <li>• 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:</li> <li>• involved in the event;</li> <li>• who witnessed the event; or</li> <li>• who received the information.</li> </ul>

**Program Management Requirements (PGM)**

No.	Requirement
	<ul style="list-style-type: none"> <li>• An incident report (DC6-210) will <b>always</b> be filled out:</li> <li>• by staff who participate in or witness a use of force;</li> <li>• by mental health staff when restraints are applied without use of force in accordance with Rule 33-602.210(13), F.A.C;</li> <li>• 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</li> <li>• 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.</li> <li>• The incident report (DC6-210) will include:             <ul style="list-style-type: none"> <li>• the date,</li> <li>• time of the event, and</li> <li>• a concise description of the event or the inmate’s behavior.</li> </ul> </li> <li>• Each incident should be considered with regard to its possible impact on public safety, the operation of the institution, or liability of the agency.</li> <li>• <b>INCIDENT REPORTING:</b> A statement of the circumstances and details of the incident will be completed by each employee who has witnessed or received information pertaining to an unusual or suspicious event involving an inmate, employee, or member of the general public. This will be completed as soon as possible, but not later than the end of the shift. The employee will legibly sign the incident report (DC6-210) using her/his full name. An employee who is unsure whether the incident warrants an incident report should notify her/his immediate supervisor. The Shift Supervisor will be notified of the incident prior to the incident report(s) (DC6-210[s]) being written. The Shift Supervisor will determine which employees will prepare incident reports (DC6-210s) if numerous employees witness the same incident. Staff who witness abuse of an inmate may file a DC6-210 as established in Rule 33-602.210(12), F.A.C, without prior notification to the Shift Supervisor.</li> </ul>
<b>PGM-061</b>	<p>Additionally, Contractor staff should be familiarized with their responsibilities within the below procedures:</p> <ul style="list-style-type: none"> <li>• 108.011 Security Threat Management Program (STG)</li> <li>• 602.009 Emergency Preparedness <b>*Restricted*</b></li> <li>• 602.010 Drug Testing of Inmates<b>*Restricted*</b></li> <li>• 602.011 Escape/Recapture<b>*Restricted*</b></li> <li>• 602.016 Entering/Exiting FDC Institutions – Not restricted, but may have to redact.</li> </ul>

**Program Management Requirements (PGM)**

No.	Requirement
	<ul style="list-style-type: none"> <li>• 602.018 Contraband and Searches of Inmates</li> <li>• 602.023 Personal Body Alarms*<b>Restricted</b>*</li> <li>• 602.024 External Inmate Transportation and Security *<b>Restricted</b>*</li> <li>• 602.028 Special Management Spit Shield</li> <li>• 602.037 Tools and Sensitive Items Control *<b>Restricted</b>*</li> <li>• 602.039 Key Control and Locking Systems*<b>Restricted</b>*</li> <li>• 602.049 Forced Hygiene Compliance *<b>Restricted</b>*</li> <li>• 602.053 Prison Rape: Prevention, Detection, and Response</li> <li>• 602.054 Escort Chair *<b>Restricted</b>*</li> <li>• 602.056 Identification Cards *<b>Restricted</b>*</li> <li>• Rule 33-602, F.A.C, Security Operations</li> <li>• DC1-211, Non-Security Staff Instructions for Reporting Inappropriate Inmate Behavior               <ul style="list-style-type: none"> <li>○ Contractor shall have their staff read and sign form.</li> <li>○ Contractor shall maintain a copy of the signed form for each staff member that has contact with inmates.</li> </ul> </li> </ul>
<b>PGM-062</b>	<p>Contractor shall comply with procedure on Tools &amp; Sensitive Items.</p> <p>Includes items not limited to: hypodermic needles; syringes; and medical tools.</p> <p>Reserve stocks of hypodermic, needles, and syringes shall be stored in a secure area located behind a locked door with a restricted key.</p> <p>Minimum number of syringes, needles, scalpels, blades needed for operation shall be available for daily use and remain in locked storage area until removed for specific patient use.</p> <p>A perpetual inventory of needles/syringes and scalpels/blades will be maintained on the Syringes and Other Sharps Control Log, DC4-765S.</p> <p>Inventory shall be updated as items are removed from the storage area for use.</p> <p>Inventories of working stocks shall be conducted each shift and recorded on the DC6-284.</p> <p>Lost hypodermic apparatus and medical/dental tools will be reported to the Chief of Security immediately.</p> <p>The DC6-284 will be utilized to record weekly inventories of reserve/bulk stocks of needles/syringes and scalpels/blades to ensure counts are accurate as reflected on the "Reserve/Bulk Sharps Inventory," DC4-765R.</p> <p>The DC4-765R will be updated as items are removed from bulk stock storage areas to replenish daily working stocks.</p>
<b>PGM-063</b>	<p>The Chief of Security and Contractor leadership will coordinate guidelines for the safe handling of dangerous drugs, hypodermic apparatus, and medical/dental tools. They will ensure restriction of keys to those Contractor mental health care and administrative staff that have been approved for access to these items.</p>

**Program Management Requirements (PGM)**

<b>No.</b>	<b>Requirement</b>
	<p>Mental health staff assuming duties at posts that are authorized to use twenty-four (24)-hour checkout keys will inventory/count the keys received and will notify the control room of her/his findings.</p> <p>Keys shall not be:</p> <ul style="list-style-type: none"> <li>• left hanging in locks,</li> <li>• kept in office desk drawers,</li> <li>• left lying on a desk,</li> <li>• unattended in any manner,</li> <li>• thrown from one (1) person to another,</li> <li>• skidded or intentionally dropped on the floor, or</li> <li>• carried attached to the belt where they are visible.</li> </ul> <p>In the event a key is lost, misplaced, or damaged, health care staff shall report the incident to the Chief of Security or Shift Supervisor immediately so that adequate safeguards may be placed.</p> <p>The Contractor 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/make repairs to any locking device.</p>
<b>PGM-064</b>	<p>Ensure that the Contractor has the ability to track and report their performance on all performance measures on a monthly, quarterly, and annual basis. Contractors may need to develop logs, tools, or systems to support this tracking. The methods used to measure and track performance should be included in the Vendor's Reply.</p>
<b>PGM-065</b>	<p><b><u>Clinical Review, Supervision, and Training</u></b></p> <p>The Mental Health Contractor will ensure that all non-psychiatric mental health services provided are supervised by the Psychologist who assumes clinical responsibility and professional accountability for the services provided. In doing so, the Psychologist reviews and approves reports and test protocols as well as intervention plans and strategies. Documentation of required review and approval takes the form of co-signing all psychological reports, BPSAs, ISPs, and treatment summaries.</p> <p>A minimum of one hour per week is devoted to direct face-to-face clinical supervision with each Behavioral Health Specialist, which can be conducted in group format of 2-4 individuals. If the Behavior Health Specialist is a Registered Mental Health Intern, supervision will be provided and documented in accordance with the requirements of the Chapter 491 Board. Supervision for provisional licensed psychologists will be provided and documented in accordance with the requirements of the Chapter 490 Board.</p> <p>One (1) hour of relevant in-service training is provided monthly by a psychologist to institutional clinical staff.</p>



Program Management Requirements (PGM)	
No.	Requirement
<b>PGM-066</b>	The Department intends to transition to an Electronic Health Record (EHR) system through the Medical Services CHCC Contract. The Contractor will be required to participate in implementation and testing of the new system. Additionally, Contractor staff will be required to maintain inmate records within the system, once implemented.

### 3.4.2.4 Program Management Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
<b>PM-001</b>	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.
<b>PM-002</b>	All formal mental 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
<b>PM-003</b>	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
<b>PM-004</b>	Maintain compliance with mandatory health standards to retain ACA accreditation	Retaining Accreditation	Monthly	\$100,000 per institution who loses accreditation and fee associated with ACA re-audit to regain accreditation

### 3.4.2.5 Program Management Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
<b>DEL-PGM-1</b> 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.
<b>DEL-PGM-2</b> Documentation of Contractor Organization	Within five (5) business days of Contract Execution, and annually thereafter	Overview of Contractor organization, specifically those staff assigned to the services included in this ITN, include an organization chart, staffing plan, and other relevant organizational information.
<b>DEL-PGM-3</b> Staff Review Report	Monthly by the 10 <sup>th</sup> of the month following the prior month	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.
<b>DEL-PGM-4</b> Monthly Performance Measure Report	By the 10 <sup>th</sup> of each month	Document actual performance in each service area, against each contracted performance measure.
<b>DEL-PGM-5</b> Quarterly Performance Measure Report	By the 10 <sup>th</sup> of each month	Document actual performance in each service area, against each contracted performance measure.
<b>DEL-PGM-6</b> Annual Performance Measure Report	By the 10 <sup>th</sup> of each month	Document actual performance in each service area, against each contracted performance measure.
<b>DEL-PGM-7</b> After-hours Care Plan	By the 10 <sup>th</sup> of each month	This includes both the Psychiatrist On-Call List and Nursing Schedule for each institution to support Medical Emergency Plan and provide 24-hour coverage for mental health emergencies.
<b>DEL-PGM-8</b> CHCC Staff New Employee Orientation Report	Within 14 days of Contract begin date and annually thereafter	Provide documentation that training that will be provided to Contractor and Subcontractor staff prior to their engagement on this Contract, and annually thereafter.

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
<b>DEL-PGM-9</b> Subcontractor List	At least 30 days prior to the transition date at each institution.	Provide a list of all subcontracts and/or letters of agreement to the Contract Manager
<b>DEL-PGM-10</b> End-of-Contract Transition Plan	Within 60 days of Contract execution	Transition plan that documents the Contractor's plans for transitioning to another Contractor upon the expiration of the Contract.

### 3.4.3 Mental Health Assessments Service Area

#### 3.4.3.1 Description

Inmates enter the custody of the Department through one of the Department's five reception centers. Each inmate, upon receipt at a Department reception center, receives a comprehensive mental health screening including psychological testing, clinical interview, mental health history, and psychiatric evaluation, as indicated. HSB 15.05.17, *Intake Mental Health Screening at Reception Centers* and Procedure 404.014, *Health Services Intake and Reception Process* provide guidelines for mental health screening of new arrival inmates.

#### 3.4.3.2 Mental Health Inmate Classification System

The Department's Mental Health Classification System ensures access to appropriate levels of care, in accordance with Rule 33-404, F.A.C, by utilizing a mental health profiling system that assigns an "S-grade" (mental health grade) to each inmate based on the inmate's ability to function in various prison settings. The S-grade is initially assigned at reception and is documented on DC4-706, Health Services Profile and in OBIS.

A description of the inmate classification system and levels of care is in HSB 15.03.13, *Assignment of Health Classification Grades to Inmates* and HSB 15.05.18, *Outpatient Mental Health Services*.

Since the mental health program is designed to provide varying levels of care at different facilities, the assigned S-grade, in part, determines which facility the inmate may be transferred. Facilities are identified by the highest level of mental healthcare services that they provide to match the level of care needed by the inmate. For example, an institution classified as S-1/S-2 can house inmates classified as S-1 or S-2. An institution classified as S-1/S-2/S-3/S-4/S-5/S-6 can house inmates classified as S-1, S-2, S-3, S-4, S-5 or S-6. This system helps ensure that adequate treatment resources will be available to inmates commensurate with their clinical needs. Inmates move between five (5) separate levels of mental health care depending upon the seriousness of the inmate's mental symptoms and associated impairment.

On the basis of the intake evaluation at a reception center, each inmate is assigned a mental health grade, ranging from S-1 (no mental disorder; no impairment in functioning

associated with a mental disorder) to S-6 (very severe mental impairment requiring care at a Corrections Mental Health Treatment Facility (CMHTF)). The S-grade represents the mental health professionals' judgment regarding the inmate's level of mental impairment and associated level of care required and is reviewed and changed as often as necessary to accurately reflect present functioning and service needs. The mental health grade S-9 is reserved for inmates in the intake process at the reception centers.

**S-1** is the mental health classification used to indicate an inmate who shows no significant impairment in the ability to adjust within an institutional environment, and is not exhibiting symptoms of a mental disorder (which includes intellectual disability). Although inmates classified as S-1 do not require ongoing mental health treatment, they have access to routine mental health services.

**S-2** is the mental health classification that denotes an inmate who exhibits impairment associated with a diagnosed mental disorder. The impairment is not so severe as to prevent satisfactory adjustment in general inmate housing with the assistance of mental health case management, psychological services, and counseling. Note that in addition to S-2, an inmate with an intellectual disability is also assigned the grade of I SY on the health profile. This latter grade indicates that the inmate is considered impaired (I) due to a documented developmental disability.

**S-3** is the classification used to indicate an inmate who shows impairment in adaptive functioning due to a diagnosed mental disorder. The impairment is not so severe as to prevent satisfactory adjustment in general inmate housing with the assistance of mental health case management, psychological services, counseling, and psychiatric consultation for psychotropic medication. S-3 is also assigned routinely to an inmate who is determined to need psychotropic medication, even if the inmate may be exercising the right to refuse such medication.

**S-4** is the classification used to denote an inmate assigned to a transitional care unit (TCU), which is an inpatient level of mental health care. The mental health classification S-4 can only be assigned or changed at a TCU. A multidisciplinary team will develop an individualized service plan (ISP) to address the inmate's specific needs and limitations.

**S-5** is the mental health classification used to denote an inmate assigned to a crisis stabilization unit (CSU), which is an inpatient level of mental health care. This classification can only be assigned or changed at a CSU. A multidisciplinary team will help the inmate recover from a psychiatric emergency situation such as a suicide attempt, psychotic break, or severe loss of behavioral control.

**S-6** is the mental health classification assigned for patients admitted to a Corrections Mental Health Treatment Facility (CMHTF), which is the highest and most intensive level of mental health care available to inmates. Admission to the Corrections Mental Health Treatment Facility requires judicial commitment.

### **3.4.3.3 How Service is Provided Today**

Today, mental health assessments are conducted by one of the two current Contractors, depending on the facility location. Conducting a proper mental health assessment is critical to assigning the inmate to an appropriate permanent institution and in providing them access to the services they need to address their mental health care. The fundamental right of inmates to access health care begins with the staff at reception. It is critical that reception and institutional teams ensure that quality care is given to inmates, with special attention given to follow-up to ensure treatment is appropriate.

Additionally, the unique correctional setting sets apart this Contract from the typical health care outsourcing. Contractor 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 Contractor should take into account the staffing required to not only appropriately staff the health services/infirmiry area, but also ensure that inmates in annexes, work camps, and other areas which may not be located within walking distance of the main health services area, are afforded appropriate care.

### 3.4.3.4 Mental Health Assessments Minimum Requirements

Mental Health Assessments Requirements (MHA)	
No.	Requirement
<b>MSA-001</b>	Contractor shall ensure that Written and verbal information is provided to inmates is in a language understood by the inmate including American Sign Language or Signed English.
<b>MSA-002</b>	<p>A clinical interview and all required intake screening psychological testing, including assessment of intellectual functioning, shall be completed within 7 days of arrival.</p> <p>All inmates will receive Psychological Testing with the Revised Beta III and Beck Hopelessness Scale.</p> <p>The WASI or other reputable, individually administered intelligence test will be administered when the Revised Beta III score is less than 76.</p> <p>The “Adaptive Behavior Checklist” DC4-659 shall be completed when the WASI score is less than 76.</p> <p>The Wechsler Adult Intelligence Scale IV or other non-abbreviated, reputable, individually administered intelligence test will be administered when the WASI score is less than 76 or the adaptive behavior checklist rating is less than 35.</p>
<b>MSA-003</b>	Within 7 days of arrival, if the inmate received outpatient or inpatient mental health care at the sending jail or in the community, mental health staff shall request records after the inmate has granted proper written authorization via DC4-711B <i>Consent for Inspection and/or Release of Confidential Information</i> . Additionally, a DC4-711B <i>Consent for Inspection and/or Release of Confidential Information</i> will be requested for authorization to release mental health records to Community corrections staff for up to 90 days of EOS.
<b>MSA-004</b>	If the inmate was previously incarcerated in the Florida Department of Corrections mental health staff shall review OBIS to determine whether the inmate received ongoing mental health care during the previous incarceration(s). If the inmate was

### Mental Health Assessments Requirements (MHA)

No.	Requirement
	incarcerated within the last 5 years and received ongoing mental health care, staff shall request, at a minimum, the most recent volume of the health record.
<b>MSA-005</b>	The Initial Suicide Profile shall be completed if the inmate has a history of intentional self-injury or attempted suicide or if they obtain a Hopelessness Scale score of nine (9) or higher.
<b>MSA-006</b>	All inmates undergoing treatment and/or evaluation, including confinement assessments and new screenings, must have a valid Form DC4-663 <i>Consent to Mental Health Evaluation or Treatment</i> (see HSB 15.05.18) executed within the past year. Inmates will be advised of the limits of confidentiality prior to receiving any mental health services.
<b>MSA-007</b>	<p>On the basis of the intake evaluation at a reception center, each inmate must be assigned a mental health grade, ranging from S-1 (no mental disorder; no impairment in functioning associated with a mental disorder) to S-6 (very severe mental impairment requiring care at a Corrections Mental Health Treatment Facility (CMHTF)). The S-grade represents the mental health professionals' judgment regarding the inmate's level of mental impairment and associated level of care required and is reviewed and changed as often as necessary to accurately reflect present functioning and service needs. The mental health grade S-9 is reserved for inmates in the intake process at the reception centers.</p> <p>S-grades should be established based on the definitions in Section 3.4.2.1.1 of this ITN.</p>
<b>MSA-008</b>	<p>The initial Case Manager interview will occur within 14 days of the S-grade assignment if the inmate is still housed at the Reception Center.</p> <p>The assigned Case Manager will develop the initial BPSA and ISP for MDST approval within 30 days of the S-grade assignment if the inmate is still housed at the Reception Center.</p>
<b>MSA-009</b>	Inmates presenting with acute psychiatric symptoms shall be evaluated by a psychiatric provider within twenty-four (24) hours of arrival at a reception center.
<b>MSA-010</b>	<p>If the newly admitted inmate received inpatient mental health care within the past six (6) months and/or received psychotropic medication for a mental health disorder in the past thirty (30) days, a psychiatric evaluation shall be completed by a psychiatrist within 10 calendar days of arrival at a reception center.</p> <p>Following the initial psychiatric evaluation, these inmates will be classified at least S-3 for a minimum of ninety (90) days.</p>
<b>MSA-011</b>	All S-3 inmates who are awaiting transfer to a permanent institution shall receive a check of medication compliance at least once every two (2) weeks with documentation of results in an incidental note on DC4-642 by the case manager.
<b>MSA-012</b>	At reception, all S-2 and S-3 inmates shall receive clinical contact as needed, but not less than every thirty (30) days, to assess mental status and to provide supportive counseling when indicated.
<b>MSA-013</b>	<p><b>Intake and Reception Process:</b></p> <p>The Medical Services CHCC Registered Nurse Specialist 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, including mental health needs upon arrival and complete within eight hours at receiving facility.</p>

### Mental Health Assessments Requirements (MHA)

No.	Requirement
	<p>The Medical Services CHCC shall provide continuity of psychotropic medication(s) until inmate is seen by the Contractor's psychiatrist.</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 Contractor Clinician shall continue the current prescription for up to ten (10) days, including non-formulary medication.</p> <p>The Medical Services CHCC Registered Nurse Specialist 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 health services will be identified and referred by the Registered Nurse Specialist or Licensed Practical Nurse to the Contractor for evaluation and appropriate treatment.</p> <p>Medication which can be identified and is unadulterated, from outside providers that is properly prescribed, 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>
<b>MSA-014</b>	<p>The Medical Services CHCC will complete form DC4-529, Staff Request Referral, to initiate a Mental Health Referral to the Contractor's staff for victims of sexual battery. The Contractor shall see the inmate no later than the next business day.</p>

### 3.4.3.5 Mental Health Assessments Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
<b>PM-005</b>	Within seven calendar days of arrival at a Reception Center, an inmate shall receive an intake psychological screening and initial testing.	95% compliance statewide	Monthly	\$3,500 per percentage point, or fraction thereof
<b>PM-006</b>	The initial Case Manager interview will occur within 14 calendar days of the S-grade assignment.	85% compliance statewide	Monthly	\$3,000 per percentage point, or fraction thereof



Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
<b>PM-007</b>	Once an inmate is assigned a classification of S2 or S3, an Initial Individualized Service Plan must be developed within: Inmates in close management- 14 calendar days Inmates at a reception center, in the reception process- 30 calendar days Inmates at their assigned institution, not in close management- 30 calendar days	85% compliance statewide	Monthly	\$3,000 per percentage point, or fraction thereof
<b>PM-008</b>	Mental health staff must evaluate inmates with a classification of S2 or S3 within one (1) business day following a use-of-force incident.	95% compliance statewide	Monthly	\$4,000 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-009	A psychiatric evaluation must be completed for each inmate, prior to initially prescribing psychotropic medication.	95% compliance statewide	Monthly	\$4,000 per percentage point, or fraction thereof
PM-010	If an inmate has been determined to meet the criteria for a psychiatric evaluation during the intake assessment process, a psychiatric evaluation shall be completed within 10 days of arrival at the reception center.	95% compliance statewide	Monthly	\$4,000 per percentage point, or fraction thereof
PM-011	Inmates must be classified appropriately, according to the requirements in Section 3.4.2.1.1	95% compliance statewide	Quarterly	\$5,000 per misclassified inmate

### 3.4.4 Mental Health Services Service Area

#### 3.4.4.1 Description

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

1. Identifying inmates who are experiencing disabling symptoms of a mental disorder that impair the ability to function adequately within the incarceration environment;
2. Providing appropriate intervention to alleviate disabling symptoms of a mental disorder;

3. Assisting inmates with a mental disorder with adjusting to the demands of prison life;
4. Assisting inmates with a mental disorder to maintain a level of adaptive functioning; and
5. Providing re-entry mental health planning to facilitate the inmate's continuity of care after release to the community.

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

The conditions for inmate eligibility for ongoing mental health treatment and services are established in HSB 15.05.14, *Mental Health Services*. As determined by mental health staff, inmates who display symptoms of mental disorder (as defined in the current *Diagnostic and Statistical Manual of Mental Disorders*) which interfere with their adjustment to incarceration shall be eligible to receive ongoing mental health treatment (e.g., group and individual therapy, case management).

#### 3.4.4.2 How Service is Provided Today

Currently, approximately 17,000 inmates receive ongoing mental health services in the FDC. This includes nearly 1,000 inmates who are receiving intensive inpatient services at one of the Department's ten institutions with inpatient mental health units. Necessary mental health services are available to all inmates commensurate with their clinical needs, including crisis intervention services and sexual disorder screening and treatment. Each inmate who is receiving ongoing mental health services has an Individualized Service Plan (ISP) developed by a Multidisciplinary Services Team (MDST), in collaboration with the inmate.

#### 3.4.4.3 Mental Health Services Minimum Requirements

Mental Health Services Requirements (MHS)	
No.	Requirement
MHS-001	<p><b><u>Access to Mental Health Care</u></b>            It is the responsibility of the Contractor that all inmates entering the Department have access to necessary mental health services by ensuring:</p> <ol style="list-style-type: none"> <li>1. Inmates have access to necessary mental health services commensurate with their needs as determined by mental health care staff;</li> <li>2. There is a comprehensive and systemic program for identifying inmates who are suffering from mental disorder;</li> <li>3. Inmates move between levels of care according to their level of adaptive functioning and treatment needs;</li> <li>4. All inmates who are receiving mental health services have an individualized service plan (ISP) developed by mental health service providers.</li> </ol>
	<p><b><u>Consent to Mental Health Evaluation and Treatment</u></b>            Express and informed consent means consent voluntarily given in writing after provision of a conscientious and sufficient explanation.            All inmates undergoing treatment and/or evaluation, including confinement</p>

**Mental Health Services Requirements (MHS)**

<b>No.</b>	<b>Requirement</b>
	<p>assessments and new screenings, must have a valid Form DC4-663 <i>Consent to Mental Health Evaluation or Treatment</i> (see HSB 15.05.18) executed within the past year. Inmates will be advised of the limits of confidentiality prior to receiving any mental health services.</p> <p>Consent for pharmacotherapy is described in HSB 15.05.19 <i>Psychotropic Medication Use Standards and Informed Consent</i> and is routinely completed by psychiatry staff. Fully informed consent for pharmacological intervention will be obtained by the psychiatric provider prior to the initiation of such intervention. A separate informed consent form is required for each of the medications prescribed.</p> <p>When admitted to an IMR, TCU or CSU, a healthcare professional will request that the inmate give written informed consent to treatment via Form DC4-649 <i>Consent to Inpatient Mental Health Care</i>. The inmate may refuse to consent to treatment, however, the inmate cannot refuse placement.</p>
	<p><b><u>Confidentiality</u></b></p> <p>The limits of confidentiality are delineated on Form DC4-663, Consent to Mental Health Evaluation or Treatment. These limits must be explained to the inmate and the inmate must indicate informed consent by signing the DC4-663 prior to the provision of non-emergency mental health services.</p> <p>Disclosures that are made by an inmate to a healthcare professional while receiving mental health services are considered confidential and privileged, except for the following:</p> <ol style="list-style-type: none"> <li>1. Threats to physically harm self and others.</li> <li>2. Threats to escape or otherwise disrupt or breach the security of the institution.</li> <li>3. Information about an identifiable minor child or elderly/disabled person who is the victim of physical or sexual abuse or neglect.</li> </ol> <p>All information obtained by a mental healthcare provider retains its confidential status unless the inmate specifically consents to its disclosure by initialing the appropriate areas listed on the Form DC4-711B.</p> <p>Requests for copies of mental health records are referred to the institutional Health Information Specialist employed by the Medical Services CHCC. Release of any confidential health records must be accompanied by Form DC4-711B, Consent for Inspection and/or Release of Confidential Information (signed by the inmate).</p>
	<p><b><u>Refusal of Mental Health Care</u></b></p> <p>All inmates presenting for mental health services will be informed of their right to refuse such services, unless services are to be delivered pursuant to a court order. When an inmate refuses mental health care services, such refusal is documented in the inmate health record.</p> <p>Refusals of mental health evaluation/treatment are documented on Form DC4-711A Refusal of Healthcare Services Affidavit. If the inmate refuses to sign Form DC4-711A, the form is completed and signed by the Contractor's provider and another staff member who witnessed the refusal and "patient refuses to sign" will be entered.</p> <p>If an inmate refuses treatment that is deemed necessary for their appropriate care</p>

**Mental Health Services Requirements (MHS)**

<b>No.</b>	<b>Requirement</b>
	<p>and safety, such treatment may be provided without consent only under the following circumstances:</p> <ol style="list-style-type: none"> <li>1. In an emergency situation in which there is immediate danger to the health and safety of the inmate or others. Emergency treatment may be provided at any major institution. Emergency Treatment Orders (ETO) are issued as indicated in HSB 15.05.19.</li> <li>2. Ongoing involuntary treatment, may only be provided when court ordered for inmate patients committed for treatment at a CMHTF. The criteria for court petition for involuntary treatment at a CMHTF are based on Section 945.43, F.S. and Rules 33-23 and 33-40, F.A.C.</li> </ol>
	<p>All inmates undergoing treatment and/or evaluation, including confinement assessments and new screenings, must have a valid Form DC4-663, Consent to Mental Health Evaluation or Treatment, see HSB 15.05.18, executed within the past year. Inmates will be advised of the limits of confidentiality prior to receiving any mental health services.</p>
	<p><b><u>Multidisciplinary Services Team (MDST)</u></b>            The Multidisciplinary Services Team (MDST) is a group of staff members representing different professions, disciplines, or service areas which provides assessment, care, and treatment to the inmate, and develops, implements, reviews, and revises an Individualized Service Plan (ISP) as needed, please see HSB 15.05.11.</p> <p>For S-2 inmates, the minimum staff comprising the MDST is the Case Manager/Behavioral Health Specialist and Psychologist.</p> <p>For S-3 inmates, the minimum staff comprising the MDST is the Case Manager/Behavioral Health Specialist, Psychologist, Psychiatric Provider, and RN Specialist. At Close Management and Youthful Offender institutions with more than one psychiatric provider assigned, at least one must be a psychiatrist</p> <p>For inmates assigned to inpatient units the minimum staff comprising the MDST is the Case Manager/Behavioral Health Specialist, Psychologist, Psychiatrist, RN Specialist, Activity Therapist, and Security Representative. The inmate shall be present at the initial ISP review meeting and shall attend subsequent ISP review meetings as clinically indicated.</p> <p>MDST meetings require attendance by all members assigned in accordance with the inmate's S-grade, as noted above. In addition to required routine ISP updates, MDST members must remain vigilant for circumstances warranting adjustments to treatment and meet to update ISPs accordingly.</p>
	<p><b><u>Crisis Intervention</u></b>            Suicide and self-injury prevention and mental health crisis services shall be provided in accordance with Procedure 404.001 <i>Suicide and Self-Injury Prevention</i>.</p> <p>Crisis intervention and management is available at all facilities and includes all behavioral and/or psychiatric emergencies such as management of a suicidal or de-compensating inmate. While crisis intervention is available at each institution, crisis management requiring placement in a "safe" or suicide resistant cell/room may require movement of the inmate to a facility with such rooms available.</p>

**Mental Health Services Requirements (MHS)**

<b>No.</b>	<b>Requirement</b>
	<p>Department staff is trained to recognize and immediately report warning signs for those inmates exhibiting self-injurious behavior and suicidal ideations. However, only mental health or in their absence, medical staff, determines risk of self-injurious behavior, assign/discontinue self-harm observation status (SHOS), and make other decisions that significantly impact healthcare delivery, such as when to admit/discharge from a given level of care.</p> <p>Inmate-declared emergencies and emergent staff referrals shall be responded to as soon as possible, but response must be within one (1) hour of notification.</p> <p>Emergency evaluations shall be written and filed on the day of encounter and must contain sufficient clinical justification for the final disposition.</p> <p>Mental health emergencies that are responded to by mental health staff shall be documented on the "Mental Health Emergency Evaluation," DC4-642G while emergencies that are responded to by nursing staff shall be documented on the "Mental Health Emergency Protocol," DC4-683A.</p> <p>On <u>inpatient mental health units</u> the Contractor is responsible for the mental health evaluation and treatment of all psychological emergencies.</p> <p>In <u>outpatient and infirmary settings</u> the Contractor is responsible for the evaluation and treatment of all mental health emergencies during regular work hours. The Medical Services CHCC will assume responsibility for this service after regular work hours.</p> <p>Whether during regular work hours or after regular work hours, and whether in outpatient, infirmary, or inpatient settings, the Medical Services CHCC will be responsible for any and all costs associated with necessary medical care and treatment of physical injuries, including outside hospital care resulting from an inmate's self-injurious behavior.</p>
	<p><b><u>Routine Staff Referrals</u></b>            In accordance with HSB 15.05.18 <i>Outpatient Mental Health Services</i> mental health staff will respond within three (3) working days of receiving routine staff referrals.</p>
	<p><b><u>Inmate Requests and Informal Grievances</u></b>            Inmate requests and informal grievances will be handled in accordance with HSB 15.02.01 <i>Medical and Mental Health Care Inquiries, Complaints, and Informal Grievances</i>.</p> <p>All inmate requests for mental health interviews are documented and filed. A stamped verification/incidental note is placed on the Form DC4-642 by mental health support staff to document that the inmate request for interview was received, answered, and an appointment arranged.</p> <p>Inmate-initiated requests and informal grievances shall be responded to within ten (10) working days of receipt by mental health staff.</p> <p>If an interview or referral is indicated in response to the inmate request, it shall occur as intended. The response shall be immediate if the inmate voices suicidal ideation.</p>

**Mental Health Services Requirements (MHS)**

<b>No.</b>	<b>Requirement</b>
	<p><b><u>Psychological Evaluations and Referrals</u></b>                      Mental health staff is required to provide psychological evaluations in accordance with policy requirements or for inmates referred by various program areas. Psychological evaluations are conducted only by Florida licensed psychologists in accordance with Chapter 490, F.S.</p>
	<p><b><u>Screening and Treatment for Sex Offenders</u></b>                      The Contractor shall provide screening and necessary treatment for inmates who are serving a current sentence for a sex offense in accordance with Florida Administrative Code 33-404.102(7). The purpose of the screening is to identify those who suffer from a sexual disorder, as defined by the current <i>Diagnostic and Statistical Manual of Mental Disorders</i>, and who are amenable and willing to participate in treatment. Sex offender screening and treatment services shall be provided in accordance with HSB 15.05.03 Screening and Treatment for Sexual Disorder and aftercare assistance shall be offered in accordance with HSB 15.05.21.</p> <p>Within sixty (60) days of a sex offender’s arrival at the inmate’s first permanent institutional assignment, mental health staff shall conduct a clinical interview and review the health and master records of those inmates currently serving a sentence for a sexual offense. This screening shall be documented on <i>Sex Offender Screening and Selection</i>, DC4-647.</p> <p>Mental health staff will provide inmates diagnosed with a sexual disorder the opportunity to participate in treatment before sentence expiration. The preferred treatment modality is group therapy, which will meet for at least one (1) hour weekly for at least twenty (20) weeks.</p> <p>Prior to group enrollment mental health staff shall complete <i>Consent to Sex Offender Treatment</i>, DC4-660. If sex offender treatment is recommended, but the inmate is unwilling to participate, a DC4-711A is completed instead.</p>
	<p><b><u>Inmates with Diagnosis of Intellectual Disability</u></b>                      Inmates diagnosed with Intellectual Disability who have minimal to mild impairment in ability to function within the general inmate population are assigned to institutions having impaired inmate services. Those with moderate impairment in functioning may be referred and assigned to a TCU.</p> <p>Mental health staff shall keep track of all inmates diagnosed with Intellectual Disability so that continuity of care procedures can be undertaken at least 180 days before release (see HSB15.05.21). Mental health services for inmates identified with an intellectual disability are provided in accordance with HSB 15.03.25., <i>Impaired Inmate Services</i>.</p>
	<p><b><u>Physician’s Orders:</u></b>                      Physician’s orders shall be documented on the DC4-714B or DC4-714C.                      All Stat and now orders shall be noted and transcribed by the Registered Nurse Specialist or Licensed Practical Nurse immediately following clinician’s written or verbal order.</p> <p>Inpatient Mental Health orders shall be noted and transcribed by the Registered Nurse Specialist or Licensed Practical Nurse within two hours of clinician verbal or written order.</p> <p>Outpatient clinic clinician orders shall be noted and transcribed by the Registered</p>

**Mental Health Services Requirements (MHS)**

<b>No.</b>	<b>Requirement</b>
	<p>Nurse Specialist 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.</p> <p>All noted orders shall 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 Specialist 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 Specialist or Licensed Practical 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 shall be implemented by the nursing staff as directed by the clinician.</p> <p>All Physician orders that require Medical Treatment and Data Collection in the inpatient mental health unit (nebulizer treatment, blood pressure and glucose monitoring, etc...) not wound care shall be documented on the DC4-701A, Medication and Treatment Record.</p>
	<p><b>Mental Health Nursing Services</b> shall be organized, staffed, and equipped to provide competent nursing care according to the level of acuity of patient care provided at that institution.</p> <p>Nurses shall provide care in accordance with the following:</p> <p><b>Florida Statutes:</b>            Chapter 464 Nursing, F.S., Part I Nurse Practice Act, Part II Certified Nursing Assistants (AKA Unlicensed Assistive Personnel);            Chapter 945, F.S., Department of Corrections            Section 945.40-945.49, F.S., Corrections Mental Health Act.            Chapters 381-408, F.S., Public Health</p> <p><b>The Florida Administrative Code:</b>            Chapter 64B9, 1-15, F.A.C            Chapter 33, F.A.C, Department Rules</p> <p><b>Department Policy:</b>            Procedure            Manuals            Health Services Bulletins            Forms</p> <p><b>National Nursing and Health Care Standards include but are not limited to:</b>            National Council of State Boards of Nursing            The American Nurses Association Correctional Nursing Scope and Standards of Practice</p>



**Mental Health Services Requirements (MHS)**

<b>No.</b>	<b>Requirement</b>
	<p>The American Nurses Association Nursing Scope and Standards of Practice                      The American Nurses Association Psychiatric Mental Health Nursing Scope and Standards of Practice                      The American Nurses Association Nurses Code of Ethics                      American Correctional Association                      Registered Nurse Specialist(s) shall be available on site at inpatient Mental Health Institutions at all times to respond to emergencies, provide nursing assessments and initial treatments as appropriate under their license.</p> <p>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 the Registered Nurse Specialist at inpatient Mental Health Institutions.</p> <p>Where inpatient care is provided (CMHTF, CSU, TCU), the Registered Nurse Specialist(s) shall be available on site to provide inpatient nursing care at all times.</p> <p>Certified Nursing Assistants are utilized within the scope of their practice.</p> <p>Institutional Director of Mental Health Nursing shall be available on site at inpatient Mental Health Units during regular business hours and available after hours and on weekends or holidays by telephone.</p> <p>Contractor maintains current Florida Department of Corrections Procedures, Health Services Bulletins, Health Services Manuals (Nursing Manual, Infection Control Manual, and Blood Borne Pathogen Manual) and forms to ensure unimpeded access to nursing staff at institutions to provide care in accordance with policy.</p> <p>The Contractor's Chief Health Officer and Director of Mental Health Nursing sign the acknowledgment receipt in the Nursing Manual and maintain the receipt in the Institutional Director of Nurse office.</p>
	<p><b>Hunger Strikes:</b>                      Contractor shall provide care in accordance with Procedure 403.009, <i>Management of Hunger Strikes</i>.</p> <p>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 24-hour clinician availability, in accordance with Procedure 401.016, <i>Medical Transfer</i>.</p>
	<p>Required laboratory tests shall be ordered for the initiation and follow-up of psychotropic medication administration in accordance with <i>Testing Standards for Psychotropic Medication Usage</i>.</p> <p>The Contractor will be responsible for drawing all blood samples needed for laboratory testing for inmates housed in an inpatient mental health unit, while the Medical Services CHCC will be responsible for drawing all blood samples for inmates housed in an infirmary or outpatient setting.</p> <p>The Medical Services CHCC shall be responsible for all laboratory costs.</p>
	<p><b>Lab</b>                      The clinician shall write order(s) for all laboratory or diagnostic test(s) on Physician's Order Sheet, DC4-714B.</p>

**Mental Health Services Requirements (MHS)**

No.	Requirement
	<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 contractor's health care staff.</p> <p>Phlebotomist or Trained nursing staff (Registered Nurse Specialist, Licensed Practical Nurse or Certified Nursing Assistant) shall:</p> <ol style="list-style-type: none"> <li>(a) Collect all mental health inpatient inmate specimen(s) as ordered by clinician.</li> <li>(b) 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.</li> <li>(c) Retrieve and print all laboratory results from laboratory service provider daily and alerts clinician of any critical values immediately.</li> <li>(d) Documents all lab results and date received on DC4-797H, Laboratory Log.</li> <li>(e) 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.</li> <li>(f) Monitor lab results for new positive Hepatitis B, Hepatitis C, HIV, MRSA, STD and TB results.</li> <li>(g) 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.</li> <li>(h) Review culture and sensitivity reports to compare with inmate's prescribed antibiotics;             <ol style="list-style-type: none"> <li>1. notify clinician as soon as possible of any inmate's report that shows that there is resistance to current prescribed antibiotic therapy;</li> </ol> </li> <li>(i) Ensure that the clinician has reviewed and initialed/signed the labs.</li> <li>(j) Ensure that the clinician has notified inmate of results and it is documented on the DC4-701, Chronological Record of Health Care.</li> </ol> <p>All Lab results are documented in OBIS in the following manner:</p> <ul style="list-style-type: none"> <li>• If one test value is ordered enter the result; or</li> <li>• If multiple results received, documents see report.</li> </ul> <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>
	<p>EKG services shall have the following characteristics:</p> <ol style="list-style-type: none"> <li>1. EKG's are performed in the mental health inpatient unit by trained staff.</li> <li>2. A printed EKG report shall be available immediately and placed on the chart</li> <li>3. All EKGs shall be reviewed by a clinician as follows:             <ol style="list-style-type: none"> <li>3.1 Immediately for the following:                 <ol style="list-style-type: none"> <li>3.1.1 chest pain</li> <li>3.1.2 new abnormal EKG results</li> <li>3.1.3 unchanged abnormal with new or increasing symptoms</li> <li>3.1.4 abnormal vital signs</li> </ol> </li> <li>3.2 Next business day for the following:</li> </ol> </li> </ol>

<b>Mental Health Services Requirements (MHS)</b>	
<b>No.</b>	<b>Requirement</b>
	<p><b>3.2.1</b> normal EKG results</p> <p><b>3.2.2</b> unchanged abnormal EKG results and no new cardiac symptoms</p> <p><b>4.</b> A review by a cardiologist shall be available upon request by the institution clinician.</p> <p><b>5.</b> EKG equipment shall be properly and safely maintained.</p> <p>Clinician reading EKG Report shall determine when an inmate requires treatment, consult or offsite evaluation.</p>
	<p>The Department utilizes a detailed record-keeping system to document delivery of services to inmates. Mental health records consist of the mental health section of the health record (green cover), the psychological record jacket (Form DC-761), and a computerized system which tracks inmate specific information including mental health services for all inmates statewide, the Offender Based Information System (OBIS). All mental health personnel are trained on the utilization of OBIS.</p> <p>This may transition to an electronic health records system during the course of the contract.</p>
	<p><b><u>Record Keeping</u></b></p> <p>Mental health staff records all significant observations pertinent to inmate care and treatment at the time service is rendered. Accurate and complete documentation is required of all mental health staff and chart entries shall reflect the Individualized Service Plan (ISP) and include sufficient detail to follow the course of treatment.</p> <p>An inmate's mental health record shall be reviewed each time they appear for a mental health encounter. Attestation that the record was reviewed will be documented via an incidental note or, if a clinical encounter, within the SOAP note.</p> <p>The mental healthcare provider documents each entry using only a black ballpoint pen. Each entry must be legible and be dated, timed, signed, and stamped by the provider. The provider stamp includes the mental healthcare provider's name, title, and institutional identification.</p>
	<p><b><u>Service Delivery Logs</u></b></p> <p>Mental health programs in each institution shall maintain a set of logs. Details of the requirements for each log can be found in HSB 15.05.17 <i>Intake Mental Health Screening at Reception Centers</i>. Logs may be maintained in written or electronic format.</p> <p>The following logs shall be maintained at Reception Centers and all major institutions:</p> <ul style="list-style-type: none"> <li>• DC4-781A, <i>Mental Health Emergency, Self-Harm, IMR Admission Log</i></li> <li>• DC4-781H, <i>Inmate Request/Staff Referral Log</i></li> <li>• DC4-781J, <i>Psychiatric Restraint Log</i></li> <li>• DC4-781K, <i>Seclusion Log</i> (inpatient mental health units only)</li> </ul>
	<p><b><u>Forms (General Information)</u></b></p> <p>There are a number of required forms that are utilized in delivery of mental health services at the institutions. Information regarding the types of forms and their location in the health record can be found in HSB 15.12.03. All mental health providers are required to be familiar with all forms including how to complete and to file the forms in the health record. Providers utilize the most recent version of the</p>

**Mental Health Services Requirements (MHS)**

<b>No.</b>	<b>Requirement</b>
	FDC forms.
	<p><b><u>OBIS Encounter Form (Form DC4-700M Mental Health)</u></b>            Unless the inmate encounter is entered into OBIS by the practitioner during or immediately following the encounter, OBIS encounter forms are used to document all inmate encounters (and thus serve as a part of the record of care) and to track daily workload. Forms DC4-700M for Mental Health encounters and DC4-700B (male) and DC4-700C (female) for Medical encounters are used.</p> <p>Required OBIS entries are mandatory and must be made in a timely fashion. When an encounter form is used to document the inmate encounter, the information must be entered into OBIS within seventy-two (72) hours of the inmate encounter.</p> <p>All information entered into OBIS must correspond with the documentation recorded in the mental health record.</p>
	<p><b><u>Chronological Record of Healthcare (Form DC4-701)</u></b>  <i>The Chronological Record of Healthcare</i> (Form DC4-701) is used for documentation of outpatient medical care. "Seen in Mental Health" is usually the only entry documented on Form DC4-701 by mental health staff.</p>
	<p><b><u>Problem List (Form DC4-730)</u></b>            The Contractor must comply with HSB 15.05.11 <i>Planning and Implementation of Individualized Mental Health Services</i> in identifying and documenting problems. Every mental healthcare provider has the authority to identify and enter a mental health problem.</p> <p>The Problem List (Form DC4-730) is updated on an ongoing basis as problems are identified. Problems that are resolved are indicated on the problem list with date, signature, and stamp.</p>
	<p><b><u>Mental Health Progress Notes (Form DC4-642):</u></b> All progress notes concerning outpatient mental healthcare, including incidental and SOAP notes, are made in the mental health section of the health record on Form DC4-642, Chronological Record of Outpatient Mental Healthcare.</p> <p>Each documented contact in the mental health section made on the Form DC4-642 has a corresponding entry reading "Seen in Mental Health" on the Form DC4-701 located in the medical section of the healthcare record.</p> <p>All mental health SOAP notes are written in accordance with HSB 15.05.18, <i>Outpatient Mental Health Services</i>.</p> <p>Any clinical contact with an inmate requires a progress note which is written in SOAP format on Form DC4-642, Chronological Record of Outpatient Mental Healthcare and placed in the mental health section of the health record in reverse chronological order as soon as possible, but not later than the date of the encounter.</p> <p>Relevant clinical information stemming from other than a clinical encounter with the inmate, such as from contact with staff or significant others is documented in an incidental note also on Form DC4-642. The incidental note is <u>not</u> written in SOAP format.</p> <p>All progress notes whether incidental or SOAP are dated, timed, signed, and</p>

<b>Mental Health Services Requirements (MHS)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>stamped and, when indicated, cross-referenced to a specific problem from the Form DC4-730, Problem List.</p> <p>Group therapy contacts are documented with a SOAP note after the first group session, after the last group session, and on a monthly basis while the group is in progress. The monthly SOAP note includes the ratio of attended versus scheduled sessions, the inmate's relative participation, and his/her progress toward ISP objectives.</p>
	<p><b><u>Psychological Record (Form DC4-761) (Orange Folder)</u></b></p> <p>The psychological record contains psychological test forms and protocols only. It is maintained in a secure location in the mental health services area under the direct responsibility of mental health staff in order to protect the confidentiality of test items and protocols.</p> <p>The psychological record (together with the health record) accompanies the inmate upon transfer to another institution. Mental health support staff retrieves the inmate psychological record and places it in an envelope, which is then sealed and stamped "Confidential" (which indicates that the envelope contains sensitive mental health material).</p>
	<p><b><u>Other Documentation Requirements</u></b></p> <p>Mental health staff routinely attempts to obtain records of past evaluation and treatment performed outside the department. Such attempts are documented as an incidental note. The case manager has the primary responsibility for requesting past mental health records.</p> <p>Discontinuance of outpatient care (e.g., case management, psychotherapy, pharmacotherapy) because it is no longer clinically indicated is documented on the Form DC4-661 <i>Outpatient Treatment Summary</i>, which is prepared and filed in the health record within seven (7) business days.</p>
	<p>The Contractor's institutional leadership including the HSA, CHO, and/or DON will communicate frequently with the Warden, keeping them informed of all significant events involving health care issues that may affect the normal operation of the institution (disease outbreak, major life threatening medical emergencies, suicide) or team work issues (security assistance, medical escort, transportation). They will attend regular meetings with the Warden (weekly and quarterly), and with the Regional Medical Director on a monthly basis.</p>

#### 3.4.4.4 Mental Health Services Performance Measures

<b>Performance Measures (PM)</b>				
<b>No.</b>	<b>Description</b>	<b>Expectation</b>	<b>Measurement Duration</b>	<b>Financial Consequence</b>

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-012	Inmate-initiated requests are responded to (including interview, if indicated) within ten (10) business days of receipt by mental health staff	90% compliance statewide	Monthly	\$3,500 per percentage point, or fraction thereof
PM-013	Inmate-declared emergencies and emergent staff referrals shall be responded to as soon as possible, but no longer than 60 minutes after the declaration (defined by the time logged into the OIC log)	95% compliance statewide	Monthly	\$4,000 per percentage point, or fraction thereof

#### 3.4.4.5 Mental Health Services Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-MHS-01 Mental Health Emergency Report	10 <sup>th</sup> day of each month (for the previous month)	A monthly report that includes mental health emergencies, incidents of self-harm behavior, admissions/discharges from inpatient units, and admissions/discharges from infirmary care for inmates on Self-Harm Observation Status.
DEL-MHS-03 Inmate Request/Staff Referral Log	10 <sup>th</sup> day of each month (for the previous month)	A monthly report (DC4-781H) that includes inmate requests and staff referrals.

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-MHS-03 Self-Injury Summary Evaluation	Prior to discharge from SHOS or referral to a higher level of care, in accordance with Procedure 404.001.	A written mental health summary evaluation in a format designated by the FDC Director of Mental Health Services for all inmates who engage in self-injurious behaviors that result in transportation to an outside medical facility.

### 3.4.4 Outpatient Services Service Area

#### 1. Description

Outpatient services are primarily provided in accordance with HSB 15.05.18 Outpatient Mental Health Services, HSB 15.05.08 Mental Health Services for Inmates Who are Assigned to Confinement, Protective Management, or Close Management Status, and HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent.

Outpatient refers to services provided to an inmate who is not housed inside of an inpatient mental health unit or admitted to an infirmary for mental health reasons. Outpatient services include, but are not limited to: individualized service planning; case management; group and/or individual therapy; psychiatric services; periodic evaluations of inmates in confinement units, including administrative and disciplinary confinement, protective management, close management, and death row.

#### 2. How Service is Provided Today

Today, Outpatient Mental Health Services are provided by one of the two current Comprehensive Health Care Contractors, depending on the facility location.

#### 3. Outpatient Services Minimum Requirements

Outpatient Services Requirements (OS)	
No.	Requirement
OS-001	<p><b><u>Inmate Orientation to Mental Health Services</u></b> All newly arriving inmates, regardless of assigned S-grade and whether received from a reception center or transferred from another institution, shall be oriented specifically to mental health services at the receiving institution, in accordance with HSB 15.05.18 <i>Outpatient Mental Health Services</i> and Procedure 403.008 <i>Inmate Health Services Orientation and Education</i>.</p> <p>Orientation will consist of a written, easily understood explanation (available both in English and Spanish) and in-person oral presentation by Contractor's mental health staff of available services and instruction on accessing mental health services including consent or refusal of mental health services and confidentiality.</p> <p>Mental health orientation shall be conducted within eight (8) calendar days of arrival and will be documented in OBIS.</p>
OS-002	<p><b><u>Record Reviews</u></b> Mental health sections of records for all newly arriving inmates, regardless of</p>

<b>Outpatient Services Requirements (OS)</b>	
<b>No.</b>	<b>Requirement</b>
	assigned <u>S</u> grade and whether received from a reception center or transferred from another institution, are reviewed within fourteen (14) days of arrival by mental health service providers. For S-2/S-3 inmates, the purpose of the record review is to prepare for the initial interview, as well as assessing and prioritizing treatment needs. For S-1 inmates, the purpose of the review is to determine whether any further evaluation and/or clinical contact(s) shall be initiated. The record review also verifies that the S grade in OBIS is consistent with the S grade in the health record.
<b>OS-003</b>	<p><b><u>Case Manager Assignment</u></b></p> <p>All newly arriving S-2 and S-3 inmates have a case manager assigned by the institutional psychologist (with documentation via an incidental note and in OBIS) within three (3) business days of arrival, or assignment of S-grade. Any subsequent change of case manager shall be documented similarly.</p>
<b>OS-004</b>	<p><b><u>Service Planning Interview</u></b></p> <p>Each newly arriving S-2 and S-3 inmate shall be interviewed by a mental health provider (master or doctoral level clinician) within fourteen (14) days of arrival. This initial interview includes a mental status examination and review of the status of problems that were the focus of attention prior to arrival, in order to assess current functioning and treatment needs. The interview must be documented using "Mental Health Screening Evaluation," DC4-642B.</p>
<b>OS-005</b>	<p><b><u>Psychiatric Services</u></b></p> <p>A newly arriving inmate who is classified as S-3 will be continued on any current psychotropic medication and must be assessed by a psychiatric provider prior to the expiration of the current psychotropic prescription to evaluate the inmate's treatment needs. The Medical Services CHCC will be responsible for ensuring continuity of pharmacotherapy for any newly arriving S-3 inmate.</p> <p>Psychotropic medication therapy and progress of the inmate shall be reviewed and documented at least every ninety (90) days on DC4-642A, <i>Outpatient Psychiatric Follow-up</i>.</p> <p>When the psychiatric provider determines that psychotropic medication is no longer indicated, the inmate's S-grade shall be maintained at S-3 for at least 90 days prior to lowering the grade to S-2.</p> <p>Without exception, inmates with a current diagnosis of Schizophrenia or other psychotic disorders including disorders with psychotic features shall be maintained as a mental health grade S-3 or higher.</p>
<b>OS-006</b>	<p><b><u>Outpatient Mental Health Nursing Services</u></b></p> <p>The Contractor will be responsible for providing the required nursing services that support the outpatient psychiatric services at S-3 institutions.</p> <p>The RN Specialist responsibilities include but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Member of the MDST.</li> <li>2. Prepares health care record for clinician prior to psychiatric call out. Preparation includes pulling the health care record and flagging relevant laboratory results and/or encounters.</li> <li>3. Ensures ordered lab/diagnostic work is completed, reviewed by clinician and report filed, etc. in the health care record timely.</li> <li>4. Completes data entry in the Offender Based Information System on</li> </ol>



Outpatient Services Requirements (OS)	
No.	Requirement
	every patient that has contact with psychiatric clinician from the completed DC4-700M, Mental Health Encounter Coding Form and the clinician's notes in the Health Care Record.
5.	Ensures the psychiatric clinician's orders are effectively carried out, including signing off orders, generating Medication Administration Records (MARS), scheduling labs test, EKGs, and follow-up appointments.
6.	Files completed paperwork (evaluations, Abnormal Involuntary Movement Scale (AIMS), DC4-653, medication consents, etc.) in appropriate place in the health care record.
7.	Ensures psychotropic medications are discontinued by the psychiatric clinician when patients refuse medications. Coordinates with the medical contractor's nursing staff to retrieve and update Medication and Treatment Record, DC4-701A.
8.	Monitors inmates psychiatric ordered lab results and communicates abnormal values to appropriate clinician and schedules appointments as clinically indicated.
9.	Actively participates in the development and implementation of Individualized Service Plan, DC4-643A, for patients with a broad range of mental health issues
10.	Schedule inmate appointments with the Psychiatric Clinician.
11.	Responsible for monthly reports via computerized data base.
12.	Completes Mental Health section of DC4-549, Prerelease Health Care Summary on inmates prior to End of Sentence for mental health staff to review and sign.
13.	Ensures each patient has prescription order/s for 30-day supply of psychotropic medication prior to End of Sentence to take with them upon release from prison.
14.	Contributes to developing and monitoring Corrective Action Plan(s).
15.	Reviews the DC4-673B daily on all inmates admitted to the infirmary and communicates observations to psychiatric provider.
16.	Ensures correct administration of medications, including injections, and monitoring results of treatments.
17.	Monitors patients for extra pyramidal Symptoms (EPS), and gives Emergency Treatment Orders (ETO) when prescribed during normal business hours.
18.	Supervises psychotropic medication compliance in order to oversee the general health and well being of the patients. Verifies compliance by reviewing Medication and Treatment Record, DC4-701A.
19.	Acknowledges and responds in timely manner to Mental Health Sick Call Requests and grievances.
20.	Observes patients for signs of disorder or tension and reports such observations to a higher clinical authority.

<b>Outpatient Services Requirements (OS)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>21. Provides patient education and counseling as clinically indicated.</p> <p>22. Strives to build collaborative relationships with patients in the interest of educating them about their treatment regimens and pathways to physical and mental health.</p> <p>23. Provides medication education (including the importance of medication compliance) and general health information to inmates as needed.</p> <p>24. Provides counseling only in a manner that avoids staff-splitting, in accordance and collaboration with the MDST's Individualized Service Plan, DC4-643A.</p>
<b>OS-007</b>	<p><b><u>Outpatient Psychiatric Consultation for Inmates</u></b>  The Contractor will be responsible for providing outpatient psychiatric consultation services, in accordance with HSB 15.05.19 <i>Psychotropic Medication Use Standards and Informed Consent</i>. Outpatient psychiatric consultation for inmates assigned to S-1/S-2 institutions is obtained through transport versus transfer of the inmate to a nearby S-3 facility. The inmate is returned the same day of the consult, unless the psychiatric provider determines that immediate admission to inpatient care is indicated. The Regional Mental Health Director designates the preferred consulting facility for each particular institution.</p> <p>Requests for non-emergent psychiatric consultations for inmates who are graded S-1 or S-2 shall be evaluated by the Psychologist to determine further disposition, in accordance with HSB 15.05.19.</p>
<b>OS-008</b>	<p><b><u>Cognitive-Behavioral Therapy/Counseling Services</u></b>  Credentialed mental health staff shall deliver individual and/or group therapy/counseling to best meet the inmates' identified clinical needs.</p> <p>Counseling (individual and/or group) will be offered for all inmates on the mental health case load. Individual and/or group therapy will be offered as clinically indicated, but no less than at least once every sixty (60) days.</p> <p>Counseling services will be offered to inmates with a current diagnosis of Schizophrenia or other psychotic disorders including disorders with psychotic features at least once every thirty (30) days.</p> <p>Each institution will offer a range of group therapies designed to meet the needs of inmates who are eligible for ongoing outpatient services. At any given time S-1/S-2 institutions will offer at least one (1) therapy group and S-3 institutions will offer at least three (3) therapy groups.</p> <p>All group treatments will have written descriptions that have been reviewed and approved by the on-site Psychological Services Director or Psychologist. The group descriptions include purpose, participating inmates, goals, predominant therapeutic approach, curriculum outline, and inmate selection criteria. If the group has a waiting list, then the selection criteria must include means of prioritizing enrollment.</p>
<b>OS-009</b>	<p><b><u>Case Management</u></b>  Case management services are provided to inmates who are receiving ongoing mental health services. Case management is used to describe a wide variety of</p>

<b>Outpatient Services Requirements (OS)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>actions that the case manager performs and should be identified on the Individualized Service Plan. Case Management is a service, not a treatment, for an identified problem.</p> <p>Case management will occur at least every (30) days for inmates with a current diagnosis of Schizophrenia or other psychotic disorders, including disorders with psychotic features and at least every sixty (60) for all other S-3 and S-2 inmates. This service will be documented on DC4-642D <i>Outpatient Mental Health Case Management</i>.</p>
<b>OS-010</b>	<p><b><u>Treatment Planning</u></b></p> <p>Each outpatient inmate who receives ongoing mental health services will have an Individualized Service Plan (ISP) which is a dynamic, written description of mental health problems, goals, and services that is developed and implemented by a multi-disciplinary services team and the inmate, as well as a Biopsychosocial Assessment (BPSA). The BPSA is a summary of factors essential to diagnosing mental health disorders and is the first step in the treatment planning process. Accordingly, it is completed prior to the initial ISP.</p> <p>The ISP is developed and updated at regular intervals by the MDST to reflect the patient's current status in accordance with the time frames and guidelines specified in HSB 15.05.11 <i>Planning and Implementation of Individualized Mental Health Services</i>. Mental health treatment interventions must be consistent with and provided as specified in the ISP.</p> <p>For S-2/S-3 inmates the initial ISP is completed and approved by the MDST within 30 days of the S grade assignment or change. Thereafter, the MDST will review and approve the ISP at least every 180 days. The MDST is required to meet and revise the ISP as needed in response to a significant adverse change in the inmate's behavioral functioning.</p> <p>When inmates are transferred between institutions, the MDST at the receiving institution will review, revise as needed, and sign the standing ISP to identify their newly assigned mental health staff within 14 days of arrival.</p> <p>Signifying their agreement with the ISP, all members of the MDST sign the ISP at the meeting. Inmates sign the ISP at the time of the meeting (if they attend) or at their next clinical encounter.</p> <p>The ISP is individualized and reflects the current psychiatric diagnosis, based on the current version of the Diagnostic and Statistical Manual of Mental Disorders, and significant functional problems listed in the Problem Index. The symptoms and history documented in the Biopsychosocial Assessment (BPSA) shall be consistent with the diagnostic criteria. The ISP also addresses institutional adjustment, treatment compliance and progress, rationale for any changes to the ISP, and new information relevant to treatment.</p> <p>The Problem List shall reflect all problems being addressed on the ISP.</p>
<b>OS-011</b>	<p><b><u>Use of Force Evaluations</u></b></p> <p>Mental health staff shall evaluate S-2/S-3 inmates no later than the next business day following a chemical use of force in accordance with Rule 33-602.210 <i>Use of Force</i>. The evaluation shall be documented on DC4-642B</p>

Outpatient Services Requirements (OS)	
No.	Requirement
	<i>Mental Health Screening Evaluation.</i>
<b>OS-012</b>	<p><b><u>Confinement Mental Health Rounds and Evaluations</u></b></p> <p>Mental health services for inmates in restrictive housing will be provided in accordance with TI 15.05.08, <i>Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status</i> and Procedure 404.003 <i>Health Services for Inmate in Special Housing</i>.</p> <p>Mental health staff is required to perform rounds in each confinement unit on a weekly basis, to personally observe each inmate, and to inquire as to whether the inmate has any mental health-related problems. The observation and inquiry can be performed at the cell front, as the purpose of the encounter is not to perform in-depth assessment, but rather to determine whether an appointment should be made to do so. If problems or concerns are cited by the inmate or observed by the clinician, then an appointment must be scheduled for timely follow-up.</p> <p>Mental health staff documents the outcome of confinement rounds for each inmate utilizing the following code format on the Form DC6-229 <i>Daily Record of Segregation</i> so as to avoid any breach in confidentiality:</p> <ol style="list-style-type: none"> <li>1. Code MH-1 (refer to medical for follow-up of physical health-related complaint)</li> <li>2. Code MH-2 (immediate mental healthcare services needed due to urgent or emergent concerns)</li> <li>3. Code MH-3 (no action required)</li> <li>4. Code MH-4 (schedule for non-emergent follow-up by mental healthcare staff)</li> <li>5. Code MH-5 (evaluation and/or treatment provided)</li> </ol> <p>If a code other than MH-3 is entered on the Form DC6-229 <i>Daily Record of Segregation</i>, mental health staff makes appropriate charting in the health record on Form DC4-642 <i>Chronological Record of Outpatient Mental Healthcare</i>. A copy of each written referral is placed in the health record under the <u>Other Mental Health Related Correspondence</u> sub-divider.</p> <p>Confinement evaluations include a mental status examination and any other formal evaluation needed to determine the inmate's suitability for continued confinement. Because of confidentiality issues, psychiatric or psychological confinement assessments are not to be conducted at the cell front.</p> <p>Segregated inmates are evaluated as follows:</p> <ol style="list-style-type: none"> <li>1. S-1 and S-2 inmates are evaluated within 30 days after being placed in confinement and every 90 days thereafter.</li> <li>2. S-3 inmates are evaluated within five (5) days of being placed in confinement and every 30 days thereafter.</li> </ol> <p>Mental health staff notifies the classification supervisor of each inmate's mental condition as these confinement assessments are completed using Form DC4-528 <i>Mental Status of Confinement Inmates</i>. Notification indicates that the</p>

Outpatient Services Requirements (OS)	
No.	Requirement
	<p>inmate is either unimpaired, receiving appropriate outpatient care, or has been referred for inpatient care. A copy of the completed DC4-528 is placed in the health record (<u>Other Mental Health Related Correspondence</u> subdivider).</p> <p>All facilities use OBIS (MHS 51 Confinement Status Report) to track inmates in confinement. The OBIS printout indicates when all confinement reviews are completed and will indicate any discrepancies.</p> <p>Every reasonable effort must be made to ensure that confined inmates receive all necessary and appropriate mental healthcare including evaluation, case management, individual therapy, group therapy, and psychotropic medication. Mental healthcare is provided in an interview room, not at cell front.</p>
OS-013	<p><b><u>Mental Health Services in Close Management Units</u></b>  The Mental Health Contractor is responsible to comply with all pertinent requirements of the Close Management Monthly status Report including 100% compliance for each of the items #3 - #14.</p> <p>Prior to placement on Close Management (CM) an inmate will receive a mental health evaluation regardless of mental health grade within five (5) working days of receipt of the close management referral assessment (DC6-128).  Close Management inmates shall be allowed out of their cells to receive mental health services as specified in their ISP unless, within the past four (4) hours, the inmate has displayed hostile, threatening, or other behavior that could present a danger to others. Security staff shall determine the level of restraint required while CM inmates access services outside their cells (reference Chapter 33-601.800 (9) (b), F.A.C.).</p> <p>S-2/S-3 Close Management inmates will receive at least one (1) hour of group or individual therapy each week.</p> <p>Individualized service planning timeframes for Close Management inmates on the mental health caseload must comply with rule 33-601.800, F.A.C.</p> <p>For Close Management inmates, a Behavioral Risk Assessment (BRA), form DC4-729, shall be completed at the required intervals <u>regardless of mental health grade or housing assignment</u>, including when the inmate is housed outside the CM unit in order to access necessary medical or mental health care. Required intervals for completion are specified in rule 33-601.800, F.A.C. and are as follows:</p> <ol style="list-style-type: none"> <li>1. Within three (3) working days of the inmate's involvement in a critical event</li> <li>2. Within 14 days of CM placement</li> <li>3. Within 120 days of the initial 14 day BRA and every 180 days thereafter</li> </ol>

**1. Outpatient Services Performance Measures**

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence

<b>Performance Measures (PM)</b>				
<b>No.</b>	<b>Description</b>	<b>Expectation</b>	<b>Measurement Duration</b>	<b>Financial Consequence</b>
<b>PM-014</b>	Inmates with a current diagnosis of Schizophrenia or other disorders with psychotic features will receive counseling services every 30 calendar days.	90% compliance, statewide, with at least 80% compliance at each institution	Monthly	\$3,500 per percentage point, or fraction thereof
<b>PM-015</b>	All inmates on the outpatient mental health caseload, except those with current diagnosis of Schizophrenia or other disorders with psychotic features, will receive counseling at least every 60 calendar days.	80% compliance at each institution	Monthly	\$3,500 per percentage point, or fraction thereof
<b>PM-016</b>	Each S-3 inmate placed in special housing must receive a confinement evaluation within 5 calendar days of placement and every 30 calendar days thereafter.	90% compliance statewide	Monthly	\$4,000 per percentage point, or fraction thereof

<b>Performance Measures (PM)</b>				
<b>No.</b>	<b>Description</b>	<b>Expectation</b>	<b>Measurement Duration</b>	<b>Financial Consequence</b>
<b>PM-017</b>	Each S-1 or S-2 inmate placed in special housing must receive a confinement evaluation within 30 calendar days of placement and every 90 calendar days thereafter.	85% compliance statewide	Monthly	\$3,000 per percentage point, or fraction thereof
<b>PM-018</b>	Mental health staff must perform weekly rounds in each confinement unit.	95% compliance statewide	Monthly	\$3,500 per percentage point, or fraction thereof
<b>PM-019</b>	Inmates designated as S-3 must receive a psychiatric follow-up at least every 90 calendar days and document the effects of prescribed medication on targeted symptoms and behaviors and side effects.	85% compliance statewide	Quarterly	\$3,500 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-020	For inmates with a mental health grade of S-2 or S-3, the MDST updates and approves the ISP at least every 180 calendar days following the completion of the initial ISP.	80% compliance statewide	Quarterly	\$3,000 per percentage point, or fraction thereof
PM-021	Inmates with a mental health grade of S-2 or S-3 are seen by a mental health staff member within 14 calendar days of arrival at their permanent institution.	90% compliance statewide	Monthly	\$3,500 per percentage point, or fraction thereof

## 2. Outpatient Services Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL- OS-1 Close Management Monthly Status Report	First Thursday of each month, by 4:00 p.m. (Eastern Time)	All inmates in close management, services they are receiving, the number of hours performing/participating in out-of-cell activities.

### 3.4.5 Inpatient and Infirmiry Mental Health Care Service Area

#### 1. Description

Infirmiry Mental Health Care is provided at most institutions, in accordance with the standards of care outlined in Procedure 404.001, *Suicide and Self-Injury Prevention* and HSB 15.03.26 *Infirmiry Services*. Inpatient mental health care is provided at a limited number of institutions (currently 10), in accordance with the time frames and guidelines



specified in HSB 15.05.05, *Inpatient Mental Health Services*. Other pertinent policies for the delivery of inpatient mental health care include Procedure 404.003, HSB 15.05.11, HSB 15.05.19, Procedure 404.001, HSB 15.02.02, HSB 15.05.21, HSB 15.05.13, HSB 15.05.20, and the Nursing Manual. Inpatient mental health services are provided in Transitional Care Units, Crisis Stabilization Units, and Corrections Mental Health Treatment Facilities.

## 2. How Service is Provided Today

Today, infirmary and inpatient mental health services are provided by one of the two current Contractors, depending on the facility location. Inpatient mental health services are provided in Transitional Care Units, Crisis Stabilization Units, and Corrections Mental Health Treatment Facilities.

**Infirmory Mental Health Care** is a level of care more intensive than outpatient care and includes all behavioral and/or psychiatric emergencies such as management of the inmate with identified risk of self-harm or acute deterioration in mental health functioning. Crisis management may require placement in an infirmary IMR or other specifically designated safe housing at a permanent institution for rapid assessment, close observation, and institutional based intervention. The crisis may be appropriately managed at this level or may require referral and subsequent transfer to a CSU. IMR's and Observation Cells, when indicated, are designed to provide a safe and appropriate setting for initial housing and observation of inmates who present impairment that cannot be managed on an outpatient basis.

**Transitional Mental Health Care** is a level of care that is more intensive than outpatient and infirmary care but less intensive than crisis stabilization care. This level of care is only available at designated institutions and is delivered in the Transitional Care Unit (TCU). The TCU is a structured residential setting with a therapeutic milieu and direct treatment components such as therapeutic behavioral interventions and behavioral management plans. It is designed to provide evaluation, treatment, and mental healthcare intervention to any inmate whose symptoms of serious mental disorder interfere with his/her capacity to safely adapt in outpatient setting. The goal is to alleviate symptoms of mental illness and to improve functioning sufficiently to return the individual to the least restrictive clinical and custodial environment. Transitional care is also used to transition inmates who have received acute care in a Crisis Stabilization Unit or a Corrections Mental Health Treatment Facility back to an outpatient setting. Long-term residence in the TCU will be considered for an inmate who suffers from a chronic, severe, and persistent mental illness or intellectual disability (and the inability to readjust to the general population or special housing).

**Crisis Stabilization** is a more intensive level of care that allows for closer management, observation, and treatment intervention while seeking rapid stabilization of acute symptoms and conditions. This level of care is provided in a CSU which is a, highly structured, safe environment located within select major institutions. CSU programs include a broad range of evaluation and treatment services intended for inmates who are experiencing acute emotional distress and who cannot be adequately evaluated and treated in a TCU or infirmary IMR. Inmates who are assigned to CSU's generally remain within the locked inpatient unit and do not access services and activities available to general population inmates. Crisis stabilization care is only intended for short term periods and is less restrictive and intensive than care provided in a Corrections Mental Health Treatment Facility (CMHTF).

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

This is the highest and most intensive level of mental health care available to inmates and can only be provided through court order in accordance with Sections 945.40 and 945.49, F.S. Ongoing involuntary mental health treatment can be provided only at this level of care with a court order at institutions with a designated Corrections Mental Health Treatment Facility. This level of care includes a broad range of evaluation and treatment services within a highly structured, secure and locked hospital setting. Patients are typically chronically and/or severely impaired and do not respond favorably to brief inpatient and/or intermediate care. Patients are discharged to TCUs for further treatment and progressive reintegration to a suitable environment.

### 3. Inpatient and Infirmary Care Minimum Requirements

Inpatient and Infirmary Care Requirements (IIC)	
No.	Requirement
IIC-001	<p><b><u>SHOS Assessments and Evaluations</u></b></p> <p>Contractor’s nursing staff shall provide care and complete documentation if the patient is in the inpatient mental health unit. If the patient is in the infirmary, the Medical Services CHCC nursing staff shall provide care and complete documentation.</p> <p>For inmates placed on Self-harm Observation Status (SHOS), there shall be an order documented in the infirmary or inpatient record by the attending clinician.</p> <p>Inmates on SHOS shall be visually checked by appropriate staff at least once every fifteen (15) minutes with documentation on the DC4-650, Observation Checklist.</p> <p>Nursing staff complete DC4-673B, Inpatient Mental Health Daily Nursing Evaluation once per shift.</p> <p>An attending clinician must personally interview and assess the inmate daily (except on weekends and holidays) while the inmate is on SHOS and document this clinical contact in the health record using SOAP format.</p> <p>For inmates housed in infirmary level of mental health care, daily counseling by mental health staff (except weekend and holidays) shall be conducted and documented as a SOAP note.</p> <p>Documentation for inmates whose self-harm observation status (SHOS) was discontinued shall contain sufficient clinical justification to ensure that the inmate’s level of care was commensurate with the assessed treatment needs.</p> <p>Contractor’s mental health staff will evaluate the relevant mental status and institutional adjustment for inmates discharged to outpatient care within 7 days of discharge. If the inmate refuses this post-SHOS evaluation the appointment</p>

Inpatient and Infirmary Care Requirements (IIC)	
No.	Requirement
	<p>will be rescheduled within 7 days.</p> <p>Upon an inmate's return to the institution after receiving outside medical treatment for self-injurious behavior, the inmate must be placed on SHOS and a Psychologist must complete an evaluation in the format specified by the FDC Director of Mental Health Services.</p> <p>For inmates placed on SHOS in Inpatient Units, the MDST will meet within three (3) regular work days of SHOS assignment to update the individualized services plan.</p>
<b>IIC-002</b>	<p><b><u>Psychiatric Restraints</u></b></p> <p>Contractor's nursing staff shall provide care and complete documentation if the patient is in the inpatient mental health unit. If the patient is in the infirmary, the Medical Services CHCC nursing staff shall provide care and complete documentation.</p> <p>Departmental policy allows for the use of therapeutic restraints with appropriate clinical justification to manage crises and prevent suicides, in accordance with HSB 15.05.10, <i>Psychiatric Restraint</i>. Usage is in accordance with appropriate laws and professional standards.</p> <p>The least restrictive alternative is used to help the inmate regain self-control when such action can reasonably be expected to be effective. These procedures are used to protect the emotional well being of the inmate as well as the safety of the inmate and others.</p> <p>When psychiatric restraints are ordered, there shall be documentation that less restrictive alternatives were considered and the clinical rationale for the use of restraints shall be recorded in the inpatient record.</p> <p>The Registered Nurse Specialist completes an assessment on inmate prior to restraint application Emergency Mental Health Protocol,</p> <p>The health care professional granting authorization for restraint shall prepare, date, and sign "Authorization for Use of Force," DC6-232.</p> <p>In an emergency, restraints are authorized the Registered Nurse Specialist begins the process of obtaining an order 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"> <li>1. Date and time</li> <li>2. Duration</li> <li>3. Purpose</li> <li>4. Release Criteria</li> <li>5. Authorization for the use of force</li> </ol>

### Inpatient and Infirmary Care Requirements (IIC)

No.	Requirement
	<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. 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> <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.</p> <p>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>

<b>Inpatient and Infirmiry Care Requirements (IIC)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>Any inmate on an Inpatient Unit who has been placed in psychiatric restraints will be reviewed by the MDST at the next regularly scheduled meeting.</p> <p>The Medical Services CHCC will ensure that restraints and helmets are purchased and are available in the quantities specified in HSB 15.05.10.</p>
<b>IIC-003</b>	<p><b><u>Referral/Transfer to TCU/CSU/CMHTF</u></b></p> <p>Mental health transfers for inpatient care will be accomplished in accordance with established Department policy, rules, and procedures and sections 945.40-945.49, Florida Statutes (The Correctional Mental Health Act) as applicable. Transfer criteria and procedures are fully described in Procedure 404.003 <i>Mental Health Transfers</i>.</p> <p>All transfers shall be coordinated with the Department's Mental Health Transfer Coordinator in the Office of Health Services.</p> <p>Mental health transfers for inpatient care to TCUs, CSUs, and CMHTF are considered either routine, urgent, or emergent (based upon clinical assessment made by the referring mental health team). All TCU transfer requests are either urgent or routine, while CSU and CMHTF transfer requests, by nature, are considered emergent.</p> <p>During regular working hours, transfers are accomplished by completion of the E-Form DC4-656 <i>Referral for Inpatient Mental Healthcare</i> (the designated e-form is utilized) which is directed to the population management administrator and to the mental health transfer coordinator.</p> <p>After regular working hours (and on weekends and holidays), transfers are accomplished by on-site medical staff who shall intervene to manage any mental health emergency according to the protocol established in Procedure 404.003.</p> <p>Routine referrals to CMHTF units are initiated through a consensus reached by a CSU multidisciplinary service team which requests the institutional warden to file a petition with the court in the county where the inmate is housed.</p> <p>Emergent referrals to CMHTF units are indicated through consensus reached among the CSU multidisciplinary services team that a patient's condition has reached a level of care that cannot be provided at the institution and that only CMHTF can provide the required level of care. Mental health staff advises the Regional Mental Health Director of that region who must give approval based on his/her appraisal of the inmate's clinical condition. If approval is granted, the Regional Mental Health Director advises the Warden of that institution who will need to give administrative approval of the emergency transfer request.</p>
<b>IIC-004</b>	<p><b><u>Mental Health Inpatient Orientation</u></b></p> <p>Nursing staff shall inform the patient of the reason(s) for admission, provide verbal orientation to the inpatient unit, and inform the patient of the mental health unit rules within four (4) hours of receiving the inmate. This is documented on form DC4-673, <i>Mental Health Inpatient Nursing Admission Assessment</i>.</p>
<b>IIC-005</b>	<p><b><u>Risk Assessment</u></b></p> <p>A risk assessment team comprised of a psychologist or psychiatrist, and a staff</p>

<b>Inpatient and Infirmiry Care Requirements (IIC)</b>	
<b>No.</b>	<b>Requirement</b>
	member from security and classification must conduct a risk assessment within 72 hours of admission, within 14 days of the initial risk assessment, and at least every 90 days thereafter in accordance with Rule 33-404.102, Rule 33-601.800(8), and Rule 33-404.108 F.A.C. in order to ensure staff and patient safety.
<b>IIC-006</b>	<p><b><u>Treatment Planning</u></b></p> <p>All patients admitted to an inpatient unit have an Individualized Service Plan (ISP) initiated and reviewed by the MDST within the required time frames. The initial ISP will be completed within 7 days for MHTF and CSU patients and within 14 days of admission for TCU patients</p> <p>Thereafter, the MDST will review and approve the ISP at least every 30 days for MHTF patients and every 14 days for CSU patients. For TCU patients, the ISP review will occur 30 days after the initial ISP was approved, and thereafter at least every 90 days. After the first year of continuous mental health care at a TCU the ISP review will occur at least every 180 days.</p> <p>Signifying their agreement with the ISP, all MDST members sign the ISP at the meeting. Inmates sign the ISP at the time of the meeting (if they attend) or at their next clinical encounter.</p>
<b>IIC-007</b>	<p><b><u>Psychiatric Services</u></b></p> <p>All patients admitted to an inpatient unit shall receive a Psychiatric Evaluation within three regular days of admission, documented via DC4-655, <i>Psychiatric Evaluation</i>.</p> <p>After the initial evaluation psychiatric follow-up care shall occur in accordance with the requirements outlined in HSB 15.05.05 and HSB 15.05.19.</p> <ol style="list-style-type: none"> <li>1. At a minimum a psychiatrist must interview to assess the status and progress of new patients on at least three (3) occasions during the patient's first week on the CSU; thereafter, follow-up interviews by a psychiatrist must be completed at least every 7 days.</li> <li>2. A psychiatrist will assess adherence and effectiveness of the medication regime and conduct a mental status exam at least every 30 days for TCU patients.</li> <li>3. A psychiatrist must interview to assess the status and progress of new patients on at least three (3) occasions during the patient's first week on CMHTF; follow-up assessment by a psychiatrist is required at least every 7 days for the next 30 days and every 14 days thereafter.</li> </ol>
<b>IIC-008</b>	<p><b><u>Daily Rounds</u></b></p> <p>A Psychologist or Psychiatric Clinician shall conduct daily rounds on regular business days to review patient general functioning on the inpatient unit. Documentation is via DC4-717A, <i>Daily Mental Health Inpatient Unit Rounds Documentation Log</i>. Additional services, interventions or recommended follow-up resulting from the rounds will be documented as an incidental note in the patient's inpatient record.</p>
<b>IIC-009</b>	<p><b><u>Inpatient Nursing Services</u></b></p> <p>The Mental Health Contractor will be responsible for delivering all required nursing care, including medication administration, to inmates housed on an</p>

<b>Inpatient and Infirmiry Care Requirements (IIC)</b>	
<b>No.</b>	<b>Requirement</b>
	inpatient mental health unit.
<b>IIC-010</b>	<p><b><u>Infirmiry Nursing Services</u></b> The Medical Services (CHCC) is responsible for all nursing infirmiry services.</p> <p>The Mental Health Contractor Registered Nurse Specialist shall review and respond to all staff referrals, DC4-529, for inmates in the infirmiry for Mental Health Reasons.</p> <p>The Registered Nurse Specialist shall review completed DC4-683A, Emergency Nursing Protocol on all new infirmiry mental health admissions and communicate the findings to the psychiatrist.</p> <p>The Registered Nurse Specialist shall review daily during normal business hours the DC4-673B, Mental Health Daily Nursing Evaluation and communicate with inmate to confirm current status. This encounter shall be documented in the inmate's health record and communicated to the psychiatrist.</p> <p>The Registered Nurse Specialist shall review daily during normal business hours all DC4-701A, Medication and Treatment Records, for inmates in the infirmiry for Mental Health Reasons for compliance with psychotropic medication if prescribed.</p> <p>The Registered Nurse Specialist shall provide education and counseling as needed and document on the DC4-714A, Infirmiry Progress Record.</p>
<b>IIC-011</b>	<p><b><u>Transitional Care Unit (TCU) Nursing Services</u></b> An order is documented within one hour of admission to TCU by the clinician or Registered Nurse Specialist if verbal order is received.</p> <p>Registered Nurse Specialist provides the patient orientation to the TCU and documents it on DC4-673. The orientation includes the following:</p> <ol style="list-style-type: none"> <li>1. Information why the patient is admitted to the unit</li> <li>2. Information on the rules of the mental health unit</li> <li>3. Information shall be in writing unless it has been determined that the inmate's risk of self-harm will not be increased by possessing them.</li> </ol> <p>If the admission is new and not a Unit to Unit Transfer as described below, Registered Nurse Specialist or Licensed Practical Nurse collects Vital Signs, including weight within one hour of admission.</p> <p>Registered Nurse Specialist or Licensed Practical Nurse collects the patients Vital Signs as follows:</p> <ol style="list-style-type: none"> <li>1. Within one hour of admission, including weight documents on DC4-673 or DC4-673A if unit to unit transfer.</li> <li>2. Daily the first five days from admission unless ordered more frequently by the clinician and document them on the DC4-716A, Graphic Chart.</li> <li>3. Once every 30 days following daily first five days from admission unless ordered more frequently by the clinician and document on DC4-673B.</li> <li>4. Weights are collected weekly unless ordered more frequently by the clinician and document them on DC4-716A, Graphic Chart.</li> <li>5. For psychotropic medication changes two days a week for four weeks from the first administered dose to the patient and document on DC4-716A, Graphic Chart.</li> </ol>

Inpatient and Infirmiry Care Requirements (IIC)	
No.	Requirement
	<p>Registered Nurse Specialist completes a patient admission evaluation DC4-673 within four hours of receiving the inmate to the TCU.</p> <p>Registered Nurse Specialist completes a patient evaluation:</p> <ol style="list-style-type: none"> <li>1. Every thirty days, unless ordered more frequently by the clinician, following admission and documents it on DC4-673B.</li> <li>2. If additional documentation is needed the Registered Nurse Specialist or Licensed Practical Nurse shall document on the DC4-642F in SOAPE format.</li> </ol> <p>For sick call complaints are documented on the DC4-683 Series as noted above and on the DC4-642F in SOAPE format if there isn't a DC4-683 for patient's specific complaint.</p>
<b>IIC-012</b>	<p><b><u>Unit to Unit Transfer Nursing Services</u></b></p> <p>Unit to Unit Transfer (CSU to TCU) Registered Nurse Specialist completes a patient assessment when receiving a transfer from the CSU in lieu of a new admission evaluation within four hours of admission to TCU and completes form DC4-673A, Inpatient Unit-to Unit Mental Health Transfer Nursing Assessment.</p> <p>Unit to Unit Transfer (TCU to CSU) Registered Nurse Specialist completes DC4-673A, Inpatient Unit-to Unit Mental Health Transfer Nursing Assessment when receiving a transfer from the TCU in lieu of a new admission evaluation within four hours of admission to CSU.</p> <p>Unit to Unit Transfer (TCU to CSU) Registered Nurse Specialist or Licensed Practical Nurse collects Vital Signs, including weight within one hour of transfer/admission.</p>
<b>IIC-013</b>	<p><b><u>Crisis Stabilization Unit and Correctional Mental Health Treatment Facility (CMHTF)</u></b></p> <p>An inpatient record shall be started at the time of admission by the Registered Nurse Specialist or Licensed Practical Nurse.</p> <p>The Registered Nurse Specialist or Licensed Practical Nurse shall document all patient CMHTF &amp; CSU admissions and discharges on DC4-781A, Mental Health Emergency, Self Harm, IMR Log.</p> <p>An order is documented within one hour of admission to CSU or CMHTF by the clinician or Registered Nurse Specialist if verbal order is received on DC4-714B, Physician's Order Form.</p> <p>Registered Nurse Specialist provides the patient and orientation to the CSU or CMHTF and documents it on DC4-673. The orientation includes the following:</p> <ol style="list-style-type: none"> <li>1. Information why the patient is admitted to the unit</li> <li>2. Information on the rules of the mental health unit</li> <li>3. Information shall be in writing unless it has been determined that the inmate's risk of self-harm will not be increased by possessing them</li> </ol> <p>Registered Nurse Specialist or Licensed Practical Nurse collects the patients Vital Signs as follows:</p> <ol style="list-style-type: none"> <li>1. Within one hour of admission, including weight.</li> <li>2. Daily for the first five days from admission unless ordered more frequently by the clinician and document them on the DC4-673.</li> <li>3. Twice a week thereafter unless ordered more frequently by the clinician.</li> </ol>



Inpatient and Infirmiry Care Requirements (IIC)	
No.	Requirement
	<p><b>4.</b> Weights are collected weekly unless ordered more frequently by the clinician.</p> <p>Registered Nurse Specialist completes a patient admission evaluation DC4-673 within four hours of receiving the inmate to the CSU or CMHTF.</p> <p>Registered Nurse Specialist completes a patient evaluation:</p> <ol style="list-style-type: none"> <li>1. Every eight hours following admission and documents it on DC4-673B.</li> <li>2. If additional documentation is needed the Registered Nurse Specialist or Licensed Practical Nurse shall document on the DC4-642F in SOAPIE format.</li> <li>3. For sick call complaints are documented on the DC4-683 Series as noted above and on the DC4-642F SOAPIE format if there isn't a DC4-683 for patient's specific complaint.</li> </ol>
<b>IIC-014</b>	<p><b>Sick Call</b> shall be performed by the Contractor's Registered Nursing Specialist on the inpatient mental health unit.</p> <p>Licensed Nursing staff shall provide a health care services orientation immediately upon arrival, to include access to sick-call.</p> <p>Inmates shall be seen by the Registered Nurse Specialist according to triage priority:</p> <ol style="list-style-type: none"> <li>1. Emergent patient is seen immediately.</li> <li>2. Urgent patient is seen within twenty four hours.</li> <li>3. Routine patient is seen timely and does not exceed one week from request.</li> </ol> <p>Registered Nurse Specialist shall complete an assessment on the inmate and document using the appropriate DC4-683 series protocol.</p> <p>The Registered Nurse Specialist shall implement the plan as outlined on the appropriate DC4-683 protocol.</p> <p>Registered Nurse Specialist shall document sick call that does not have a corresponding DC4-683 Protocol form on DC4-642F, Chronological Record of Inpatient Mental Health Care, including vital signs as described under documentation section.</p> <p>The Director of Mental Health Nursing shall maintain and display a current list of available Nursing Protocols in all treatment rooms used for Sick Call and Medical Emergencies.</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><b>Sick Call Referral Requirement</b> Sick call complaints that are outside the scope of practice of the Registered</p>

Inpatient and Infirmiry Care Requirements (IIC)	
No.	Requirement
	<p>Nurse Specialist to treat or for continued complaints that are not resolved are referred to the Medical Services (CHCC) clinician for evaluation and treatment.</p> <p>The Registered Nurse Specialist will make an immediate clinician referral to the Medical Services (CHCC) for the following types of complaints:</p> <ol style="list-style-type: none"> <li>1. Respiratory distress</li> <li>2. Chest pain</li> <li>3. New onset of change in mental status</li> <li>4. New onset of neurological deficits</li> </ol> <p>The Registered Nurse Specialist shall call the Medical Services (CHCC) 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 the Medical Services (CHCC) clinician.</p>
<b>IIC-015</b>	<p><b><u>Inmate related emergencies (self declared, or staff referred, etc.) and Inmate Declared Emergencies</u></b></p> <p>The Registered Nurse Specialist 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 on the inpatient mental health unit.</p> <p>The Registered Nurse Specialist or Licensed Practical Nurse shall respond to medical emergencies declared by inmate or referred by staff as soon as possible but no longer than 4 minutes (First Responders satisfy the 4 minute response time).</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 to the local emergency management system (EMS) depending on the level of emergency.</p> <p>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 life saving interventions. The nurse may document once the patient is stabilized or transferred. All patients seen for declared emergency shall have at minimum a completed appropriate DC4-683 Protocol Series or DC4-642F, Chronological Record of Inpatient Mental Health Care with vital signs in accordance with documentation section of this document.</p> <p>If complaint was determined to be an emergency that needs specialized care not available at the institution transfer inmate according to transfer section to outside hospital and complete forms (DC4-701C, Emergency Room Record, DC4-708, Diagram of Injury and DC4-781M, Emergency Nursing Log).</p> <p>Physician consultation after hours, on weekends and holidays is provided by the</p>

<b>Inpatient and Infirmary Care Requirements (IIC)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>Medical Services CHCC On-Call Physician who is available to the Contractor's Registered Nurse Specialist by telephone, and able to return to the institution to provide services as needed. The Medical Services CHCC shall be consulted for physical health emergencies and the Contractor shall be consulted for mental health emergencies.</p>
<b>IIC-016</b>	<p><b><u>Post Use of Force</u></b>  Immediately following any post use of force (physical, chemical or electronic immobilization), in the inpatient mental health unit, the Registered Nurse Specialist 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 appropriate clinician (psychiatrist for psychiatric concerns and Medical Services CHCC for medical conditions) and implement any treatment ordered.</p> <p>The Medical Services CHCC 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. If a chemical agent was used on the inmate the Registered Nurse Specialist 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"> <li>1. Importance of showering immediately and don't use soap</li> <li>2. Report any difficulty breathing immediately</li> <li>3. Remain in an upright position</li> <li>4. Do not apply lotion to skin</li> <li>5. Splash cool water to eyes every five to ten minutes</li> </ol> <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> <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>
<b>IIC-017</b>	<p><b><u>Pre-Special Housing Health Evaluation Requirements</u></b>  Pre-Special Housing Health Evaluation is a current physical and mental health condition by licensed medical personnel. The Contractor is responsible for performing this assessment, if the inmate is moving directly from the inpatient mental health unit to 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>

<b>Inpatient and Infirmiry Care Requirements (IIC)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>Licensed Health care staff (Clinician, Registered Nurse Specialist, or Licensed Practical Nurse) will, as soon as possible, conduct a health assessment on any inmate prior to the inmate entering special housing if the patient is located in the inpatient Mental Health Unit.</p> <p>This special housing health assessment will include the following actions:</p> <ul style="list-style-type: none"> <li>a review of the mental and physical health records;</li> <li>the completion of the Risk Assessment for the Use of Chemical Restraint Agents and Electronic Immobilization Devices, DC4-650B;</li> </ul> <ol style="list-style-type: none"> <li>1. 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.</li> <li>2. 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.</li> </ol> <ul style="list-style-type: none"> <li>a determination of any medication being taken by the inmate which will be continued while in a special housing unit;</li> <li>identification of scheduled health appointments for callout;</li> <li>physical assessment on a DC4-769 that determines any current health complaints;</li> <li>evaluation of any physical/mental complaints using the appropriate DC4-683 protocol form;</li> <li>observing the inmate for signs of acute mental impairment;</li> <li>addressing any concerns to ensure continuity of care for the inmate in special housing; and</li> <li>documentation of an overall statement as to the fitness of the inmate for special housing.</li> </ul> <p>Omission of any of the above actions during a health assessment requires written justification by health care staff.</p> <p>The Contractor's mental health staff shall respond to Same-day written notification on the "Staff Request/Referral," DC4-529, will be provided by the Medical Services CHCC to the Contractor's 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>
<b>IIC-018</b>	<p><b><u>Post Sexual Battery</u></b></p> <p>The contractor's nursing staff is responsible for responding to incidents that occur in the inpatient mental health unit.</p> <p>The contractor's Registered Nurse Specialist shall:</p> <ol style="list-style-type: none"> <li>(a) Assess for any life threatening conditions/injuries, notify clinician immediately and treat accordingly on the appropriate DC4-683 Protocol and document on form DC4-683M, Alleged Sexual Battery</li> </ol>

Inpatient and Infirmary Care Requirements (IIC)	
No.	Requirement
	<p>Protocol.</p> <ul style="list-style-type: none"> <li>(b) Leave non-life threatening injuries untreated to preserve any possible forensic evidence for the Sexual Assault Response Team.</li> <li>(c) Notify Officer in charge if the nurse is the first to know.</li> <li>(d) Provide inmate with form DC4-711B, Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information; fill in as described in 15.03.363.</li> <li>(e) 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.</li> </ul> <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 medical screening by 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"> <li>1. HIV</li> <li>2. Hepatitis B</li> <li>3. Hepatitis C</li> <li>4. Syphilis</li> <li>5. Gonorrhea</li> <li>6. Chlamydia</li> </ol> <p>If any of the above tests were not performed the Registered Nurse Specialist or Licensed Practical Nurse shall get a Medical Services (CHCC) 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 Medical Contractor's Clinician for the perpetrator to be tested for the following:</p> <ol style="list-style-type: none"> <li>1. HIV</li> <li>2. Hepatitis B and C</li> <li>3. Gonorrhea</li> <li>4. Syphilis</li> <li>5. Chlamydia</li> </ol> <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 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>The Medical Services (CHCC) clinician shall repeat cultures and probes within two (2) weeks for female victims.</p> <p>Any positive test results for trichomonas, cervicitis, etc. testing shall be treated by the Medical Services (CHCC) clinician as clinically indicated in accordance with current STD treatment guidelines</p>
<b>IIC-019</b>	<b>Individual Therapy and Case Management</b>

<b>Inpatient and Infirmiry Care Requirements (IIC)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>Inpatient case management services and individual counseling will be provided and documented in accordance with HSB 15.05.05.</p> <ol style="list-style-type: none"> <li>1. The case manager will provide individual therapy and/or group therapy and case management at least every 7 days for CSU patients.</li> <li>2. The case manager will provide individual therapy and/or group therapy and case management at least every 30 days for TCU patients.</li> <li>3. The case manager will provide individual therapy and/or group therapy and case management at least every 14 days for CMHTF patients.</li> </ol>
<b>IIC-020</b>	<p><b><u>Psychologist Clinical Contacts</u></b></p> <ol style="list-style-type: none"> <li>1. The psychologist will conduct a mental status exam and assessment of behavioral functioning at least every 7 days for CSU patients.</li> <li>2. The psychologist will conduct a mental status exam and assessment of behavioral functioning of new TCU patients within 14 days of admission and at least every 60 days thereafter.</li> <li>3. The psychologist will conduct a mental status exam and assessment of behavioral functioning every 7 days during the patient's first month on CMHTF and every 30 days thereafter.</li> </ol>
<b>IIC-021</b>	<p><b><u>Structured Therapeutic Activities</u></b></p> <p>Each level of inpatient mental health care must offer a range of out-of-cell structured therapeutic services (e.g., individual and group therapy, medication compliance group, therapeutic community, stress management class, adult daily living skills training, activity therapy, preparation for discharge to outpatient or community) provided by the requisite staff as specified in HSB 15.05.05.</p> <p>A minimum number of weekly out-of-cell structured therapeutic service hours are required for each level of inpatient mental health care:</p> <ol style="list-style-type: none"> <li>a. CSU requires 12 hours</li> <li>b. TCU requires 12 hours</li> <li>c. CMHTF requires 15 hours</li> </ol> <p>At least two (2), but no more than four (4) of these weekly hours must be offered on the weekends.</p> <p>At least six (6) of these weekly hours shall be provided by credentialed mental health staff including individual therapy and insight oriented therapeutic groups, as well as clinical encounters with psychologists and psychiatrists. At least one (1) hour weekly is provided by an RN Specialist including therapeutic community, medication compliance group, and health promotion group. At least 50% of the remaining hours must consist of psycho-educational groups and skills training (e.g., anger management class, adult daily living skills training, stress management class, social skills training, discharge readiness class, life after prison group) which can be provided by activity therapists and LPNs. The remaining hours can be provided by credentialed staff, RN Specialists, LPNs, or activity therapists and can include activity therapies (e.g., aerobics, sports activities, art therapy, structured card and board games, music therapy, bingo, recreational therapy, exercise classes).</p>
<b>IIC-022</b>	<p><b><u>Behavioral Level System</u></b></p> <p>Inpatient mental health services incorporate a behavior level system consisting of performance-based behavioral incentives and consequences. All level changes shall be reviewed by the MDST and documented in an incidental note</p>

Inpatient and Infirmiry Care Requirements (IIC)	
No.	Requirement
	in accordance with HSB 15.05.05.
<b>IIC-023</b>	<p><b><u>Discipline of Inmates in Inpatient Units</u></b>  Discipline of Mentally Disordered Inmates in CSU, TCU and CMHTF shall be affected, in accordance with Rule 33-404.108, F.A.C, <i>Discipline and Confinement of Mentally Disordered Inmates</i> and HSB 15.05.13, <i>Mental Health Staff on Disciplinary Teams</i>.</p> <p>Within two regular days after any inmate on an inpatient unit has been disciplined, the case manager shall meet with the inmate concerning the specific maladaptive behavior prompting the disciplinary action.</p> <p>Within three regular business days of the disciplinary action, the MDST shall meet with the inmate. When disciplinary actions against an inmate are for longer than thirty days, the MDST shall meet at least each 30 days with the inmate to review the inmate's behavior for the intervening period.</p>
<b>IIC-024</b>	The Department has a Statewide Ombudsman Program which currently has six (6) staff. The Contractor is expected to work collaboratively with the Ombudsman Program staff working in Central Office and on-site at designated Inpatient Mental Health Units.

**1. Inpatient and Infirmiry Care Performance Measures**

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
<b>PM-022</b>	The Psychologist or Psychiatrist shall make rounds on a daily basis (once every 24-hour period), Monday-Friday, to review the general functioning of all patients in the inpatient unit(s).	90% compliance statewide	Monthly	\$3,500 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
<b>PM-023</b>	Upon admission to a mental health inpatient unit, an initial ISP will be completed within 7 days for MHTF and CSU patients, and within 14 for TCU patients.	85% compliance statewide	Monthly	\$3,000 per percentage point, or fraction thereof
<b>PM-024</b>	Inmates admitted to a mental health inpatient unit must receive a minimum number of weekly out-of-cell structured therapeutic service hours, as follows: CSU:12 hours TCU:12 hours CMHTF:15 hours	85% compliance statewide	Monthly	\$3,500 per percentage point, or fraction thereof



Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
<b>PM-025</b>	Inmates admitted to a mental health inpatient unit must receive at least 6 hours, every week of out-of-cell structured therapeutic services provided by credentialed mental health staff.	85% compliance statewide	Monthly	\$3,500 per percentage point, or fraction thereof
<b>PM-026</b>	Upon admission to a mental health inpatient unit, all inmates must receive a psychiatric evaluation within three (3) business days.	95% compliance statewide	Monthly	\$4,000 per percentage point, or fraction thereof
<b>PM-027</b>	Inmates on a TCU must receive psychiatric follow-up services at least every 30 days. and document the effects of prescribed medication on targeted symptoms and behaviors and side effects.	85% compliance statewide	Monthly	\$3,500 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
<b>PM-028</b>	Inmates placed on self-harm observation status must receive counseling every business day (excluding weekends and state holidays) by a behavioral health specialist or psychologist.	90% compliance statewide	Monthly	\$3,500 per percentage point, or fraction thereof
<b>PM-029</b>	When an inmate is discharged from self-harm observation status, they must be evaluated by a behavioral health specialist or psychologist within seven (7) calendar days.	95% compliance statewide	Monthly	\$4,000 per percentage point, or fraction thereof

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-030	Each inmate in a Crisis Stabilization Unit (CSU) must be evaluated and have a shift assessment form completed, by qualified nursing staff, once every daytime shift.	85% compliance statewide	Monthly	\$2,000 per percentage point, or fraction thereof
PM-031	When an inmate is in psychiatric restraints, they must be evaluated every 15 minutes by qualified nursing staff.	95% compliance statewide	Monthly	\$3,000 per percentage point, or fraction thereof

### 3.4.6 Pharmaceutical Services Service Area

#### 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.

The Contractor will be responsible for a medication management program in accordance with established policy and procedures. Ongoing psychotropic medication management is provided by psychiatry staff in accordance with HSB 15.05.19, *Psychotropic Medication Use Standards*. The management of the medication regimen is supplemented through the Registered Nurse (RN) Specialist.

## 2. How Service is Provided Today

Currently the Department maintains responsibility for dispensing pharmaceuticals and providing stock pharmaceuticals to the CHCC facilities. The Department is responsible for the cost of formulary and stock medications. The vendor(s) are 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. Pharmaceutical Services Minimum Requirements

Pharmaceutical Services Requirements (PS)	
No.	Requirement
PS-001	The Registered Nurse Specialist 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 licensed nurse shall administer medications to inmates on the inpatient mental health unit 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.  The Medical Services CHCC shall administer all Direct Observed Therapy medications including psychotropic medication in the outpatient setting.
PS-004	Immediately following oral medication administration the Registered Nurse Specialist 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 Specialist 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 Specialist 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.

<b>Pharmaceutical Services Requirements (PS)</b>	
<b>No.</b>	<b>Requirement</b>
<b>PS-009</b>	Medications shall be documented on the DC4-701A, Medication and Treatment Record, at the time they are poured.
<b>PS-010</b>	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.
<b>PS-011</b>	<p><b>Inpatient Mental Health Unit Keep On Person (KOP) Medication Administration:</b> KOP Medication shall be stored in the inpatient mental health unit for infirmity patients. If a patient has their own supply of KOP in the original package, the Registered Nurse Specialist or Licensed Practical Nurse shall administer the patient their medication while in the inpatient mental health unit unless physician orders direct observed therapy (DOT).</p> <p>The Registered Nurse Specialist or Licensed Practical Nurse shall return any unused KOP only if it has a valid order to patient upon their discharge from the inpatient mental health unit.</p>
<b>PS-012</b>	<p><b>Medication Refusal:</b> 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"> <li>a) 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;</li> <li>b) 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;</li> <li>c) 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</li> <li>d) complete a Refusal of Health care Services, DC4-711A. The medication will not be offered by nursing personnel based on the completion of the DC4-711A. The completed DC4-711A, along with the chart, will be forwarded to the clinician for review and further clinical disposition. This</li> </ol> <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"> <li>i. a DC4-711A will be completed including appropriate medication counseling;</li> <li>ii. 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</li> <li>iii. a Physician referral will be made requiring the same documentation as stated above.</li> </ol> <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>The Registered Nurse Specialist shall provide counseling/education to inmates on psychotropic medication who miss two consecutive doses of medication. The education and counseling shall be completed by the next business day and</p>

<b>Pharmaceutical Services Requirements (PS)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>documented on the DC4-701, Chronological Record of Health Care.</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>
<b>PS-013</b>	<p><b>Forced Medication Administration/Emergency Treatment Order:</b> The use of psychotropic medications without an inmate's informed consent that is restricted to emergency situations in which the inmate presents an immediate danger of causing serious bodily harm to self or others, and no less intrusive or restrictive intervention would be effective, see HSB 15.05.19.</p> <p>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>
<b>PS-014</b>	<p><b>Medication Administration Safeguards:</b> The licensed nurse who administers medication shall prevent medication errors by applying the following rights:</p> <ul style="list-style-type: none"> <li>• Right patient <ul style="list-style-type: none"> <li>a. Check the name on the order and the inmate</li> <li>b. Use two identifiers (inmate ID and ask inmate name)</li> </ul> </li> <li>• Right medication <ul style="list-style-type: none"> <li>a. Check the medication label</li> <li>b. Check the order</li> </ul> </li> <li>• Right Dose <ul style="list-style-type: none"> <li>a. Check the order</li> <li>b. Confirm appropriateness of the dose using a current drug reference</li> <li>c. If necessary, calculate the dose and have another nurse calculate the dose as well</li> </ul> </li> <li>• Right route <ul style="list-style-type: none"> <li>a. Again, check the order and appropriateness of the route ordered</li> <li>b. Confirm that the inmate can take or receive the medication by the ordered route</li> </ul> </li> <li>• Right time <ul style="list-style-type: none"> <li>a. Check the frequency of the ordered medication</li> <li>b. Double-check that you are giving the ordered dose at the correct time</li> <li>c. Confirm when the last dose was given</li> </ul> </li> <li>• Right documentation- as noted above</li> </ul>
<b>PS-015</b>	<b>Medication Errors:</b>

<b>Pharmaceutical Services Requirements (PS)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>If the nurse discovers a medication error they shall immediately:</p> <ul style="list-style-type: none"> <li>• Evaluate inmate immediately following a medication error and provide monitoring and implement treatment as ordered by clinician <ul style="list-style-type: none"> <li>a. Document actions on the DC4-701, Chronological Record of Health Care</li> </ul> </li> <li>• Report the error to the clinician and pharmacy if it is a pharmacy error</li> <li>• Report the error to their supervisor</li> <li>• Complete form DC4-690A, Occurrence Report</li> </ul>
<b>PS-016</b>	<p><b>Transferring Inmate Medication:</b>  The Registered Nurse Specialist or Licensed Practical Nurse shall administer morning medication to transferring inmates on Direct Observed Therapy prior to their departure.</p> <p>The Registered Nurse Specialist 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> <ul style="list-style-type: none"> <li>• Seven day supply for scheduled transfers to another institution/U.S. Immigration and Customs Enforcement/Court/County Jail; <ul style="list-style-type: none"> <li>a. If a seven day supply of medication(s) is not available, the sending institution will forward the amount the inmate has on hand.</li> </ul> </li> <li>• Thirty day for scheduled transfers to a satellite facility</li> <li>• All keep on person medications will be sent with the inmate and will remain with the inmate</li> </ul> <p>The Registered Nurse Specialist or Licensed Practical Nurse shall notify the pharmacy if insufficient quantities are on hand.</p> <p>The Registered Nurse Specialist 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 Specialist or Licensed Practical Nurse shall call the receiving facility notifying them that the inmate's medications have been forwarded.</p>
<b>PS-017</b>	<p><b>Emergency Medications Requirement</b>  On the Inpatient Mental Health Unit the Registered Nurse Specialist 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.  Licensed Nurse shall replace if medication if expired or used and document on form DC4-681, Emergency Medications.</p>
<b>PS-018</b>	<p><b>Narcotic Key Exchange:</b>  The Registered Nurse Specialist 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 Specialist or Licensed Practical Nurse.</p>

<b>Pharmaceutical Services Requirements (PS)</b>	
<b>No.</b>	<b>Requirement</b>
<b>PS-019</b>	<p><b>Controlled Substances:</b>  Controlled substances are kept in a securely locked drawer in the medication cart. At RMC Hospital the cart is kept in the Nurse's Station until time for medication to be administered. The medication storage compartment is to remain locked at all times, except when pulling a patient's medication or receiving controlled substances from the pharmacy stock  Count of each controlled substance in the cart is completed by the off going shift medication nurse and the oncoming shift medication nurse each eight hour shift  All controlled substances – every single dose – is signed out on the DC4-781E, Narcotic Accounting Log, when removed from the cart.</p>
<b>PS-020</b>	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.
<b>PS-021</b>	The Contractor shall update all policy and procedure manuals expeditiously as changes occur. Copies of changed procedures or other updates shall be provided to all facilities and the Contract Manager within seven (7) working days of any change, along with a cover sheet indicating the current date of the manual. Annually, in January of each calendar year, the Contractor shall document review of the policy and procedure manual by Health Services' staff at each Department facility.
<b>PS-022</b>	The Contractor shall provide copies of any pharmacy audit or investigative report for any reportable condition, performed by any state, federal or other regulatory agency including reports of no findings, on any permit, registration, or license, to the Contract Manager within seven (7) working days of the Contractor receiving the report.
<b>PS-023</b>	The Contractor shall maintain appropriate documentation, including but not limited to, inventory records and controlled drug perpetual inventory. All documentation shall be made available for review by the Department's Pharmaceutical Services Director or designee.
<b>PS-024</b>	The Consultant pharmacist of Record and phone number will be posted at each institution in the medication room and the infirmary, and will be provided to the Institutional Nursing Director, Chief Health Officer, and Health Services Administrator. Any changes in the Consultant Pharmacist of Record shall be sent to the Department facilities within twenty-four (24) hours of the change.
<b>PS-025</b>	The Contractor shall comply with the Department's formulary in all cases unless a Drug Exception Request (DER) is approved by the Contractor's designee.
<b>PS-026</b>	The Contractor shall ensure that emergency prescriptions are dispensed and delivered immediately.
<b>PS-027</b>	The Contractor is responsible for prescribing all mental health prescriptions in accordance with recommended dosage schedules as determined in the most current editions of Drug Facts and Comparisons, Physicians' Desk Reference or the package insert or pursuant to an approved DER to document such provision, and to ensure that all dispensed medications are properly stored and all related duties are performed by properly licensed personnel.



<b>Pharmaceutical Services Requirements (PS)</b>	
<b>No.</b>	<b>Requirement</b>
<b>PS-028</b>	<p>The Medical Services CHCC 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>Contractor staff shall be notified that their stock order has arrived and they should pick up in Medical.</p>
<b>PS-029</b>	<p>The Contractor is responsible for maintaining an adequate supply of stock medications at each institution's drug room from the approved list of stock medications approved by the Statewide Pharmacy and Therapeutics Committee. The Contractor is responsible to ensure that each stock medication has an accurate perpetual inventory.</p>
<b>PS-030</b>	<p>The Contractor is responsible for faxing new prescriptions, submitting all prescription refill requests via the pharmacy software or faxing, and faxing stock orders to the assigned Department Pharmacy excluding MH inpatient units, MH and Dental new prescriptions. Prescriptions should be faxed throughout the day.</p>
<b>PS-031</b>	<p>The Contractor is responsible for verifying prescription deliveries from the Department's pharmacies. The Contractor is responsible for distributing all KOP prescriptions in the mental health inpatient unit if appropriate.</p> <p>Mental health inpatient prescriptions shall be picked up by the Contractor from the Medical Services CHCC in the medical Unit.</p>
<b>PS-032</b>	<p>The Contractor will be responsible for returning expired and or damaged stock medications to the medical Unit in order for the Medical Services CHCC to return to the Department's contracted Reverse Distributor or to the Medical CHCC hazardous pharmaceutical waste Contractor per HSB 15.14.04, App C.</p>
<b>PS-033</b>	<p>The Contractor is responsible for the cost of all local pharmacy prescriptions, purchases, deliveries and / or pickup and payment prescribed by their clinicians.</p>
<b>PS-034</b>	<p>It is the Contactor's responsibility to return to the Medical Services CHCC all patient specific prescriptions that need to be discarded and cannot be returned to the pharmacy, per HSB 15.14.01</p>
<b>PS-035</b>	<p>The Vendor shall participate in the Institutional Pharmacy Services Committee meeting.</p>
<b>PS-036</b>	<p>The Contractor shall participate in the Correctional Institutional Continuous Quality Improvement Program Workgroup, which shall meet at least quarterly.</p>
<b>PS-037</b>	<p>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.</p>
<b>PS-038</b>	<p>The Contractor will be responsible for the cost of non-formulary medication prescriptions dispensed by the Department's pharmacies. The formulary will not change unless the change is beneficial to the Department. Prospective vendors</p>

<b>Pharmaceutical Services Requirements (PS)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>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.</p> <p>There will be no transition period for non-formulary medication prescriptions.</p>
<b>PS-039</b>	<p><b><u>Psychotropic Medication</u></b>  All outpatient inmates that may be referred to psychiatry for potential medication initiation are screened by a Psychologist.</p> <p>A psychiatric evaluation, documented via DC4-655, <i>Psychiatric Evaluation</i>, will be completed each time an S-1 or S-2 inmate's grade is raised to S-3 and each time a new class of psychotropic medication is initiated.</p> <p>The initial psychiatric follow-up shall be conducted at least once every two (2) weeks upon initiation of any new psychotropic medication for a period of four (4) weeks.</p> <p>Inmates who will be receiving medication are provided with a full description of any medications ordered and their potential side effects and are asked to sign an informed consent for each psychotropic medication prior to administration of treatment.</p> <p>The psychiatric clinician shall include in his/her progress notes: (1) effects of prescribed medication(s) on targeted symptoms and behavior, (2) rationale for change of medication, (3) rationale for increasing or decreasing medication, and (4) side effects of the medication.</p> <p>Required laboratory tests shall be ordered for the initiation and follow-up of psychotropic medication administration in accordance with <i>Testing Standards for Psychotropic Medication Usage</i>.</p> <p>For patients receiving antipsychotic medications, AIMS testing shall be administered in accordance with <i>Testing Standards for Psychotropic Medication Usage</i>.</p>

### **3.4.7 Quality Management Service Area**

#### **1. Description**

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

- Quality Assurance (QA) Activities (operations/process/system) – continuous operational QM efforts routinely performed to ensure efficient operations/process/systems.
- Quality Management (QM) Activities (product/clinical outcome) – continuous clinical QM efforts performed routinely that require specific records/chart reviews or various clinical functions, such as Chronic Illness Clinics care review, medication/treatment administration, Specialty consultation needs, infirmary care, sick call triage/care, etc.
- Correctional Medical Authority (CMA) Health Services Survey Process: Required by Florida Statutes to conduct a survey at least once every three (3) years at each FDC institution.

Institutions should be survey ready at all times. The Department and/or Contractor (if applicable) will respond to findings in accordance with Office of Health Services (OHS) directives.

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

## 2. How Service is Provided Today

Quality Management (QM) Program is performed today by two Comprehensive Health Care Contractors (CHCCs). They participate in quality management, assurance activities and risk management assessment at the institutional, regional and central office levels, in accordance with policies and procedures to include but not limited to:

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

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

## 3. Quality Management Minimum Requirements

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

<b>Quality Management Requirements (QM)</b>	
<b>No.</b>	<b>Requirement</b>
	institutional QM program, ensuring all QM requirements are carried out in accordance with policy; developing and maintaining a system for triaging and resolving problems.
<b>QM-004</b>	Participation in FDC statewide quality management committees – coordinate with the Department in developing studies, trending and analyses of regional health services provided, including the performance of institution level quality of care; make recommendations for necessary changes or interventions to resolve identified problems with appropriate Corrective Action Plan (CAP) as a tool to ensure outcomes of these practice modifications.
<b>QM-005</b>	Regional QA team - meet at least quarterly to review reports from all institution level quality assurance committees and shall be empowered to consider the reports from all other committees as appropriate. Make recommendations for necessary changes or interventions and review the outcomes of these practice modifications. Report trends and analyses to FDC statewide QM committee.
<b>QM-006</b>	This committee shall also consider the results of quality of care audits, whether carried out by outside agencies such as the Correctional Medical Authority (CMA), American Correctional Association (ACA) or by FDC staff.
<b>QM-007</b>	Participate in external reviews, inspections, and audits as requested and the preparation of responses to internal or external inquiries, letters, or critiques.
<b>QM-008</b>	Conduct monthly health care review meetings at each institution to include outcomes and improvements/acts; and maintain and distribute minutes of the meetings in accordance with policy.
<b>QM-009</b>	Conduct bi-annual quality review by institutions in accordance with policy utilizing FDC form or pre-approved form of indicators.
<b>QM-010</b>	Establish a Corrective Action Plan (CAP) for each indicator scoring below 80% and submit to regional QM team.
<b>QM-011</b>	Submit a bi-annual summary of the health services reports and CAPs to FDC in accordance with policy.
<b>QM-012</b>	The Regional QM Team will schedule and conduct a QM review at each institution every 18 months in accordance with policy. <ul style="list-style-type: none"> <li>• Provide preliminary report of findings to institutional management during exit briefing.</li> <li>• Final report to be submitted to FDC in accordance with policy.</li> <li>• Institution will address each indicator with a score below 80% with a CAP to include a monthly report in accordance with policy until all corrective action has been completed.</li> <li>• Perform a follow-up site visit in accordance with policy.</li> </ul>
<b>QM-013</b>	Correctional Medical Authority (CMA) Health Services Survey Process: Required by Florida Statutes to conduct a survey at least once every three (3) years at each FDC institution. Institutions should be survey ready at all times. The Department and/or Contractor (if applicable) will respond to findings in accordance with Office of Health Services (OHS) directives. The Contractor responsibilities include: <ul style="list-style-type: none"> <li>○ CMA pre-survey questionnaire and coordination of survey arrangements.</li> <li>○ CAP required on all CMA findings in accordance with policy.</li> <li>○ CMA determines whether all deficiencies have been corrected.</li> </ul>
<b>QM-014</b>	The Contractor is responsible for identification, analysis, and evaluation of risks and the selection of the most advantageous method(s) of correcting identifiable risks as a way to protect patients and staff from foreseeable harm, promote the quality of health care and promote a safe environment in accordance with

Quality Management Requirements (QM)	
No.	Requirement
	policy.
<b>QM-015</b>	Provide mental health services reporting on occurrences and trending in accordance with policy.
<b>QM-016</b>	Occurrences, sentinel events and trending to be included in the monthly institution QM meeting.
<b>QM-017</b>	Establish a Credentialing Committee to review and approve credentials in accordance with policy and provide quarterly rosters of reviews to the Department.
<b>QM-018</b>	<ul style="list-style-type: none"> <li>• 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:</li> <li>• Physicians (all levels and specialties including psychiatry)</li> <li>• Advanced Registered Nurse Practitioners (all specialties)</li> <li>• Physicians Assistant / Clinical Associate</li> <li>• Dentist (all levels and specialties)</li> <li>• Psychologist and Provisional Psychologist</li> <li>• Behavioral Specialist / Mental Health Specialist (exempt from peer review requirements)</li> </ul>
<b>QM-019</b>	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)
<b>QM-020</b>	<p>Advanced Registered Nurse Practitioner (ARNP) Protocol: Nurse Practice Act, Florida Statutes, Chapter 464, F.A.C, Rules 64B-4.009 and 4.010, F.A.C Administrative Policies Pertaining to ARNPs.</p> <p>(f) 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.</p> <p>(g) 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.</p> <p>(h) A new protocol must be completed every year, regardless of reassignment dates.</p>
<b>QM-021</b>	<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"> <li>• Physician's Assistant (PA): DOH MQA Supervision Data Form DH-MQA 2004 available at <a href="http://www.FLBoardofMedicine.gov">www.FLBoardofMedicine.gov</a></li> <li>• Pertinent laws: Section 458.347, F.S. – Physician Assistants</li> <li>• Pertinent rules: Rule 64B8-30.003, F.A.C – Physician Assistant Licensure; Rule 64B8-30.012, F.A.C – Physician Assistant Performance</li> </ul>
<b>QM-022</b>	Maintain copies of specific documents to include licensure, certifications and continuing education of the health care personnel in the institution where the

<b>Quality Management Requirements (QM)</b>	
<b>No.</b>	<b>Requirement</b>
	individual professional is providing service in accordance with policy for accrediting and monitoring purpose. The Contractor is responsible to assure conformity with such requirements.
<b>QM-023</b>	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.
<b>QM-024</b>	The institutional mortality review team shall perform the mortality review using routine mortality review forms in accordance with policy.
<b>QM-025</b>	The Regional QA Committee/team, shall meet at least quarterly to review the results of mortality reviews.
<b>QM-026</b>	The institutional Mortality Review Coordinator shall transmit the mortality review and the health care record to the Department in accordance with policy.
<b>QM-027</b>	Those cases where recommendations are identified at either the institutional or outside physician reviewer level shall be forwarded to the Contractor's Medical Director for review, corrective action, and case closure in accordance with policy.
<b>QM-028</b>	All cases will be reviewed by the Department's Medical Director for determination of final closure.
<b>QM-029</b>	Establish a QM team or committee, as identified (or equivalent to) in HSB 15.09.01 <i>Quality Management Program</i> , for the institution and regional level teams.
<b>QM-030</b>	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 Contractor shall have the following program management positions: <ul style="list-style-type: none"> <li>• QM Program Manager/Director or Equivalent position to serve as the liaison to the FDC Contract Manager</li> <li>• 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.</li> <li>• Institutional staff identified in accordance with policy to handle routine functions of the QM program processes.</li> </ul>
<b>QM-031</b>	Coordinate with the FDC QM Contract Manager protocols for developing studies, trending and analyses of regional health services provided, including the performance of institution level quality of care. Expected to present studies, trending and analyses of quarterly health services reports to the FDC QM Committee at scheduled bi-annual meetings.
<b>QM-032</b>	Regional QM team to review institutional health services reports and meeting minutes on a minimum of quarterly basis; provide summary of the regional review to FDC Contract Manager or delegate in accordance with policy HSB 15.09.01 <i>Quality Management Program</i> .
<b>QM-033</b>	Ensure each institution is audit/survey ready at all times by adhering to the QM Program's activities utilizing the relevant FDC forms (DC4-512A <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).
<b>QM-034</b>	Ensure that the Health Services Administrator and appropriate institutional staff coordinate and participate in external reviews, inspections, and audits as requested and the preparation of responses to internal or external inquiries,

<b>Quality Management Requirements (QM)</b>	
<b>No.</b>	<b>Requirement</b>
	letters, or critiques.
<b>QM-035</b>	Ensure that each institution, within each region covered by this ITN, conduct monthly health care review meetings to include outcomes and improvements/acts; and maintain and distribute minutes of the meetings in accordance with policy HSB 15.09.01 <i>Quality Management Program</i> .
<b>QM-036</b>	Ensure each institution conducts bi-annual quality review utilizing DC4-512A <i>Quality Management Instrument</i> . Indicators that score below 80% require a Corrective Action Plan.
<b>QM-037</b>	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.
<b>QM-038</b>	Regional QM Team must submit a bi-annual summary of the health services reports and CAPs for the institutions in the region covered by this ITN to FDC in accordance with policy HSB 15.09.01 <i>Quality Management Program</i> .
<b>QM-039</b>	The Regional QM Team will schedule and conduct a QM review at each institution every 18 months at minimum in accordance with policy HSB 15.09.01 <i>Quality Management Program</i> . At a minimum, the Contractor shall: <ul style="list-style-type: none"> <li>• Provide preliminary report of findings to institutional management during exit briefing.</li> <li>• Provide final report to FDC Contract Manager.</li> <li>• Address each indicator with a score below 80% with a CAP to include a monthly report until all corrective action has been completed.</li> <li>• Perform a follow-up site visit in accordance with policy.</li> </ul>
<b>QM-040</b>	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 Contractor shall <ol style="list-style-type: none"> <li>1. Institutions should be survey ready at all times.</li> <li>2. Complete CMA pre-survey questionnaire and coordinate survey arrangements.</li> <li>3. Develop a CAP on all CMA findings.</li> <li>4. Respond to findings in accordance with Office of Health Services (OHS) directives.</li> </ol> <p>In addition, should CMA determine deficiencies are at a critical level and declares a “state of emergency” the Contractor will place a “crisis team” at that institution within 72 hours to ensure that deficiencies are corrected/addressed until CMA determines whether all deficiencies have been corrected. The Department shall re-evaluate staffing patterns and systems to determine whether the Contractor has adequate staff to provide services, adequately trained staff and appropriate processes are in place. The Contractor will meet the Departments demands in addressing deficiencies.</p>
<b>QM-041</b>	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> .
<b>QM-042</b>	Identified occurrences, sentinel events and trending issues to be discussed and included in the monthly institution QM meeting.

<b>Quality Management Requirements (QM)</b>	
<b>No.</b>	<b>Requirement</b>
<b>QM-043</b>	Notify FDC Contract Manager of sentinel events as identified in policy HSB 15.09.08 <i>Risk Management Program</i> .
<b>QM-044</b>	The Contractor 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 Contractor shall: <ol style="list-style-type: none"> <li>1. Establish a Credentialing Committee to review and approve credentials in accordance with above policy.</li> <li>2. Provide quarterly roster of credentialed staff to the Department. This roster should include at minimum full name, license number and expiration, class/position title, institution/workplace location, type of review (initial or renewal).</li> <li>3. Maintain an employee credentials folder at the institution the individual professional is providing service in accordance with policy for accrediting and monitoring purpose.</li> <li>4. Develop and implement peer review processes that include plans to address or correct identified deficiencies. Ensure that all applicable professionals have their work performance reviewed in accordance with policy for accrediting and monitoring purpose.</li> </ol>
<b>QM-045</b>	Establish an institutional Mortality Review Team, as identified in HSB 15.09.09.
<b>QM-046</b>	The institutional mortality review process will involve the Medical Services CHCC's institutional Medical Director, Health Services Administrator, institutional Mortality Review Coordinator, Director of Nursing (DON), and the Contractor's 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.
<b>QM-047</b>	An eform/SYSM death notification is sent by the institutional mortality review coordinator (or designee) to the CO Mortality Review Coordinator within 24 hours of an inmate death (excluding weekends and holidays). Information to be included is outlined in HSB 15.09.09.
<b>QM-048</b>	The mortality review team will convene and thoroughly review the institutional health record, outside facility medical records, all relevant FDC records, and the ME report (if available) within ten (10) working days of inmate death.
<b>QM-049</b>	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.
<b>QM-050</b>	Mortality review forms (originals) are sent to the CO Mortality Review Coordinator within five (5) working days of mortality review meeting.
<b>QM-051</b>	A copy of the past year of the institutional health record, and any outside medical facility records are to be sent to the CO Mortality Review Coordinator within ten (10) working days of inmate death.
<b>QM-052</b>	The institutional mortality review coordinator, or designee, will request the autopsy from the medical examiner in the district where the death occurred. Once received, the ME report will be sent to the CO Mortality Review Coordinator. All costs related to the ME report, and transportation of the body, will be incurred by the Contractor.
<b>QM-053</b>	Any conclusion on the DC4-508, except Acceptable Care provided, will require a Corrective Action Plan (CAP), to be completed by the institutional health services staff in a timely manner.
<b>QM-054</b>	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.



Quality Management Requirements (QM)	
No.	Requirement
QM-055	All psychological autopsies will be completed within ninety (90) days of inmate death, and additional training is by directive of CO staff. The Mental Health Contractor shall ensure that a psychological autopsy report is completed and submitted to the FDC Director of Mental Health Services in cases involving suspected suicide. These autopsies must be performed by a Regional Mental Health Director who is not assigned to the Region where the suicide occurred.
QM-056	Any recommendations by Assistant Secretary of Office of Health Services shall be forwarded to the Contractor's Mental Health 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 Contractor 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
	Mental health evaluations must only be performed by qualified mental health professionals who are privileged to perform psychiatric or psychological evaluations in accordance with HSB 15.09.05, <i>Credentialing and Privileging Procedures</i> .

#### 4. Quality Management Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequence
PM-032	All Mortality Reviews (conducted upon an inmate's death), where it is determined that inaction from the Contractor resulted in the inmate's death	No inmate deaths are caused by inaction from the Contractor such as delayed consultations, failure by the Clinician to follow-up, or purposeful delay of expensive treatments	Per occurrence	\$100,000 per occurrence

#### 5. Quality Management Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-QM-01 Regional Quarterly Reviews	20 <sup>th</sup> 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.
DEL-QM-02 Institutional Bi-Annual Clinical Review Reports	July 15 <sup>th</sup> (for June's review) and January 15 <sup>th</sup> (for December's review)	<p>Each discipline will utilize DC4-512A or approved form to perform a bi-annual (June and December) review of their area within health services. When reviewing clinical areas, each discipline will randomly select 10 to 15 records per clinic that are eligible to meet an indicator utilizing the OBIS run reports. If there are categories/clinics that are not held at a particular institution, they would be marked as "not applicable."</p> <p>The Institutional Coordinator will submit to the Regional QM Coordinator the bi-annual health services reports with all personal health identifiers removed from the report (DC4-512B or approved form) and any corrective action plans by the 15th of July and January.</p>

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
<b>DEL-QM-03</b> Bi-Annual Health Services Summary Report	August 5 <sup>th</sup> and February 5 <sup>th</sup>	The Regional Coordinator will submit a bi-annual summary of the DEL-QM-01 and DEL-QM-02 reports with all personal health identifiers removed from the report to the Central Office QM Coordinator.
<b>DEL-QM-04</b> Quality Management Review Report	18 months from last QM review	Every 18 months, a review will be conducted at each institution by the Regional or CHCC QM Review Team. They shall use the quality management instrument (DC4-512A or approved form). The reviews should be scheduled around CMA and ACA audits, which should prevent an institution from going no longer than twenty-four (24) months without an onsite review.
<b>DEL-QM-05</b> Schedule of QM Reviews	Annually on August 20 <sup>th</sup>	A schedule of QM reviews for the fiscal year (July 1- June 30).
<b>DEL-QM-06</b> 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.
<b>DEL-QM-07</b> Clinical Risk Management Occurrence Trending Report	10 <sup>th</sup> 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. <b>The inmate must physically be in a health services area at the time of the occurrence for this report to be completed.</b> 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).
<b>DEL-QM-08</b> 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>

### 3.4.8 Re-Entry and Aftercare Planning Service Area

#### 1. Description

Continuity of care planning services are provided to mentally disordered inmates to assist with the transition from incarceration to release. These aftercare services range from arranging outpatient services with community providers, assistance with applying for SSI/SSDI benefits, and commitment to psychiatric hospital care. As part of an Interagency Agreement, the Department of Corrections and the Department of Children and Family Services utilize a web-based referral system to assist with obtaining an

intake appointment at a community mental health center (CMHC) for inmates under psychiatric care at the time of their release. All continuity of care services are provided in accordance with HSB 15.05.21 *Mental Health Re-Entry Aftercare Planning Services*.

## 2. How Service is Provided Today

Assigned mental health staff provide access to necessary aftercare planning for mentally disordered inmates. Eligible inmates, that consent to aftercare planning, receive a 30-day supply of their prescribed medication treatment on the day of their release and an appointment with a community mental health provider. This initial intake appointment is scheduled within the first 30 days of their release to provide continuity of care for their mental health treatment and continued medication treatment. Additionally, the assigned mental health staff initiate Social Security SSI/SSDI applications on all inmates that have been diagnosed with a Severe and Persistent Mental Illness, 45 days prior to their release.

## 3. Re-Entry and Aftercare Planning Minimum Requirements

Re-Entry and Aftercare Planning Requirements (RAP)	
No.	Requirement
RAP-001	The institutional psychologist shall assign mental health staff at each institution to coordinate the mental health re-entry services for the target population. A back-up to the institutional re-entry specialist shall also be appointed.
RAP-002	All inmates on the mental health caseload shall have Discharge/Aftercare Planning included as a problem on their ISP.
RAP-003	Inmates with a mental health grade of S-3-S-6 or with a diagnosis of intellectual disability who are between forty five (45) and thirty (30) days of release shall have a copy of DC4-661 <i>Summary of Outpatient Mental Health Care</i> or DC4-657 <i>Discharge Summary for Inpatient Mental Health Care</i> in their health record.
RAP-004	When the inmate is within 30 days of EOS, the Contractor's mental health staff forward either the DC4-661 or DC4-657 to the CMHC.
RAP-005	The Contractor will ensure all institutional re-entry specialists are trained in SOAR (SSI/SSDI Outreach, Access and Recovery) and assist eligible inmates in the completion of SSI/SSDI applications, in accordance with HSB 15.05.21.
RAP-006	No sooner than forty-five (45) days prior to end-of-sentence, and no later than thirty (30) days prior to end-of-sentence, the institutional re-entry specialist shall forward the inmate's completed SSI/SSDI applications to the Social Security Administration.
RAP-007	The Contractor shall provide adequate staffing to coordinate discharge planning at each institution with the Medical Services (CHCC). The Contractor shall develop, implement, and coordinate a comprehensive discharge plan for inmates with acute and or chronic illness who are difficult to place due to their offense and are within six months of end of sentence. The Contractor shall coordinate inmate release issues with the Department's Office of Health Services, Office of Re-Entry, and Bureau of Admission and Release, to help assist inmates as they prepare to transition back into the community. The successful Contractor will be responsible at each institution for coordinating the mental health care portion of the Department's Re-Entry initiative. The contractor's clinician shall complete the mental health section of the pre release (EOS, ICE, Work Release/Community Corrections, Work Release/CCC transfers etc.) assessment on inmate and document on form DC4-549,

<b>Re-Entry and Aftercare Planning Requirements (RAP)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>Prerelease Health Care Summary in the following time frames:</p> <ol style="list-style-type: none"> <li>1. Inmates with clinically significant functional impairment one hundred and fifty days prior to End of Sentence.</li> <li>2. Inmates without placement needs between 30 and sixty days prior to End of Sentence.</li> </ol> <p>Contractor shall ensure all prerelease inmates that are referred to a community provider have a completed Consent and Authorization for Use and Disclosure Inspection and Release of Confidential Information, DC4-711B authorization form on file for all relevant providers or entities at the time of release.</p> <p>Contractor shall provide all prerelease inmates who choose not to sign a DC4-711B at the time of release receive a blank DC4-711B for follow-up after release.</p> <p>Contractor shall provide all prerelease inmates with the address and telephone number of the inactive storage warehouse locations where end- of-sentence health records are maintained.</p> <p>Contractor shall provide all inmates who require immediate medical attention and/or continuity of care as determined by the chief health officer/ institutional medical director or staff physician copies of the Prerelease Health Care Summary, DC4-549 along with other pertinent and/or vital health information to support any specific diagnoses at the time of release.</p> <p>Contractor shall provide copies of pertinent Health information at the time of release to aid inmates with applications for disability, employment requirements, vocational rehabilitation services, county health department services, private physician treatment and or care, etc.</p> <p><b>Tuberculosis Discharge Planning Requirements</b></p> <p>The contractor shall notify Medical Services (CHCC) if inmate is on the inpatient mental health unit who in turn will 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 Specialist or Licensed Practical Nurse shall complete the Tuberculosis/INH Health Information Summary, DC4-758 prior to release. The health service staff member will also contact the health department in the county where the inmate will be residing to ensure continuity of care at release.</p> <p>A copy of the DC4-758, Tuberculosis/INH Health Information Summary, and the completed DC4-719 Tuberculosis/INH Treatment for Latent TB Infection (LTBI) Nursing Evaluation, shall be sent to the central office Clinical Contract Monitor-Public Health, and the County Health Department in the county where the inmate will be residing post-release at release.</p>
<b>RAP-008</b>	<p><b>HIV Testing End of Sentence Requirement</b></p> <p>If an inmate's HIV status is unknown to the department, the contractor trained health care staff shall, perform an HIV test on the inmate not less than 60 days prior to the inmate's release date if on the inpatient mental health unit.</p> <p>The contractor shall record the results of the HIV test in the inmate's medical</p>

<b>Re-Entry and Aftercare Planning Requirements (RAP)</b>	
<b>No.</b>	<b>Requirement</b>
	<p>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>
<b>RAP-009</b>	<p><b>HIV Pre-Release planning</b></p> <p>The contractor shall notify the Medical Services (CHCC) if the inmate is on the inpatient mental health unit who in turn shall complete the HIV/AIDS Health Information Summary, DC4-682, shall be completed by a licensed nurse or clinician and provided to each exiting HIV-positive inmate.</p> <p>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"> <li>1. HIV test result showing a Western Blot confirmation of a positive result.</li> <li>2. Latest CD4 count.</li> <li>3. Latest viral load test result (if done).</li> <li>4. Documentation of opportunistic infections and AIDS defining illnesses (lab reports, CXR results, and/or notes).</li> <li>5. Latest TST test date and results.</li> <li>6. Date of pneumococcal and influenza vaccine.</li> </ol> <p>Antiretroviral history and current treatment.</p>
<b>RAP-010</b>	<p><b>End of Sentence Medication and Medical Equipment/Supplies:</b></p> <p>Release medications and or medical equipment or medical supplies for medical conditions shall be ordered by Medical Services (CHCC) clinician and psychotropic medications by the Mental Health Contractor's clinician at the time of the end-of-sentence assessment for delivery to the institution prior to the inmate release and placed in a designated secure location in the medical unit for issuance upon release.</p> <p>All inmates prescribed psychotropic medication at the time of release are given a 30-day supply of their medication 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 Specialist or Licensed Practical Nurse shall place End of Sentence Medication received from pharmacy in a bin, basket or tray in the pharmacy.</p> <p>The Registered Nurse Specialist or Licensed Practical Nurse shall create call out list for End of Sentence inmate to pick up medication.</p> <p>The Registered Nurse Specialist or Licensed Practical Nurse shall have the EOS inmate sign for the medication just as they would for any Keep On Person medication</p>

### **3.4.9 Other Requirements**

#### **1. Clinical Staff Qualifications**

##### **CHCC Mental Health Director**

- Clear, Active, Florida Psychology License, in accordance with Chapter 490, F.S..
- At least five (5) years of professional experience as a psychologist in a state or federal prison system.

##### **CHCC Psychiatric Consultant**

- Clear, Active, unrestricted Florida License, in accordance with Chapter 458 or 459, F.S. with completion of a psychiatry residency.
- At least five (5) years of professional experience as a psychiatrist in a state or federal prison system.

##### **CHCC Regional Mental Health Director**

- Clear, Active, Florida Psychology License, in accordance with Chapter 490, F.S.
- At least three (3) years of professional experience as a psychologist in a state or federal prison system.

##### **CHCC Psychological Services Director**

- Clear, Active, Florida Psychology License in accordance with Chapter 490, F.S.
- At least two (2) years of professional experience as a psychologist in a state or federal prison system.

##### **Psychologist**

- Clear, Active, Florida Psychology License or Provisional Psychology License in accordance with Chapter 490, F.S.
- Compliance with supervisory agreements and supervision for individuals with a Provisional Psychology License is required in accordance with Chapter 490, F.S.
- Psychologists working at Youthful Offender facilities, are Board Certified in Clinical Child & Adolescent Psychology, or have completed a doctoral internship or post-doctoral residency in Child and Adolescent Psychology, or have a minimum of one (1) year of experience working with children and adolescents at a CMHC, a Residential Unit, or a Hospital.

##### **Behavioral Health Specialist**

1. Clear, Active, Florida License, a Provisional License or a Registered Intern in accordance with Chapter 491, F.S.
2. Compliance with supervisory agreements and supervision for individuals with a Provisional License or who are a Registered Intern is required in accordance with Chapter 491, F.S.

##### **Human Services Counselor**

1. Bachelor's degree from an accredited college or university and two years of professional experience in developmental disabilities, special education, mental health, counseling, guidance, social work, health or rehabilitative programs. A master's degree from an accredited college or university can substitute for one year of the required experiences.

##### **Psychiatrist**

2. Clear, Active, unrestricted Florida License in accordance with Chapters 458 or 459, F.S. who has primarily diagnosed and treated nervous and mental disorders for a period of not less than 3 years inclusive of psychiatric residency.

#### **Psychiatric ARNP**

3. Clear, Active, unrestricted Florida License and certification as a Psychiatric Advanced Registered Nurse Practitioner in accordance with Chapter 464, F.S. and in accordance with Rule 64B9, F.A.C.
4. Under specific written protocols approved by the supervising psychiatrist, Psychiatric ARNPs may provide the delivery of outpatient psychiatric services.

#### **Physician:**

- a. 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.
- b. Possess and maintain current certification from the American Heart Association in Basic Life Support or higher.
- c. Must clear security background check.
- d. Demonstrate fluency in English with good verbal communication and documentation skills.
- e. Ability to establish and maintain effective working relationship with others.
- f. Ability to document all findings legibly, to make accurate diagnosis in medical professional terminology and to make sound and logical decision in treatment plan.
- g. Ability to interpret laboratory test results, EKG. Ability to read and interpret X-ray and other radio-imaging digital pictures.
- h. Ability to perform complete physical appraisal of patient, making diagnosis and manage the patient accordingly; follow up visit will be ordered as deemed appropriate.
- i. Ability to establish a strong doctor-patient report to promote mutual trust, which will result in better patient compliance with treatment plan.
- j. Willingness to collaborate with other health care members, colleagues, nursing staff and correctional staff to meet the needs of the patients.
- k. 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:**

- a. At least an Associate Degree Nursing.
- b. One year of professional nursing experience or a bachelor's degree from an accredited college or university with a major in nursing.
- c. 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.

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

- d. 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.)
- e. Five years of professional clinical nursing experience in a medical setting, two of the years in a correctional health care setting, and at least three years of which must have been in an administrative or supervisory capacity in a health care organization/facility with 20 or more full-time subordinate licensed nurses.

**Regional Nursing Director:**

1. 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.)
2. 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**

1. Vocational Nurse Certificate and IV Certification.
2. One year of experience in providing practical nursing services including phlebotomy experience.
3. 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

**Institutional Director of Nursing**

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

**Registered Nurse Specialist:**

- 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 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:**

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

**1. Interaction with other Health Care Services Contractors**

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

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

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

### **Medical Services and Mental Health Services Contractors Interaction**

- The Mental Health CHCC will be responsible for payment of all non-formulary medications prescribed by its providers.
- The Mental Health CHCC will be responsible for drawing all blood samples needed for laboratory testing for inmates housed in an inpatient mental health unit, while the Medical Services CHCC will be responsible for drawing all blood samples for inmates housed in an infirmary or outpatient setting.
- The Medical Services CHCC shall be responsible for all laboratory costs.
- The Medical Services CHCC will be responsible for purchasing all suicide mattresses, blankets, garments, helmets, and psychiatric restraints.
- The Mental Health CHCC will be responsible for delivering all required nursing care, including medication administration, to inmates housed in an inpatient mental health unit.
- The Medical Services CHCC will be responsible for all required nursing care to inmates housed in an infirmary setting including inmates placed on SHOS or MHOS.
- The Medical Services CHCC 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.
- 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 KOP), will be provided by the Medical Services CHCC.
- The Medical Services CHCC 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.
- The Mental Health CHCC will be responsible for the mental health evaluation and treatment of all psychological emergencies on inpatient mental health units.
- 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 Services CHCC will assume responsibility for this service after regular work hours. For facilities with more than 350-400 S-3 inmates and/or an Inpatient Unit regular work hours are 8:00 a.m.-10:00 p.m., 7 days a week. For all other facilities regular work hours are 8:00 a.m.-5:00 p.m., Monday-Friday.
- The Medical Services CHCC will be responsible for handling all requests for copies of mental health records.

- The Mental Health CHCC will be responsible for filing all mental health related documentation in the health care record.
- The Mental Health CHCC will be responsible for all costs associated with psychological testing, including, but not limited to, required testing at the Reception Centers. 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.

## **2. Health Care Records**

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

## **3. Information Technology Requirements**

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

## **4. 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 Contractor's security policies and a network diagram. After review by the Department's 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 contractor 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.

## **5. VPN Connections**

Authorized VPN connections must adhere to the FBI CJIS Security Policy and HIPAA protections standards where applicable and must otherwise support industry best practice, and be provided and managed (including software provision and configuration, and connection support) by a Department-approved VPN service provider. Contractor requesting or using these connections are financially responsible for all required or related equipment and must adhere to all VPN service provider policies and procedures as well as Department procedures. The VPN service

provider will coordinate with the 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 userID or password to anyone, including supervisors and family members. All users are responsible for the communications and activities conducted by their workstations through the VPN connection to the Department.

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

## **6. Contractor Obligations**

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

Notice of planned events in the Contractor'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 the Contractor when any unexpected event of interest occurs in any way or at any level of severity within or around the Contractor's computing environment that may impact the Department's information security. Events including but not limited to malware (virus, trojan, etc) discovery, network or system breaches, privileged account compromise, employee or workforce member misconduct, etc, are examples of events of interest to the Department.

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

Contractor 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 Contractor's computing environment (computing devices including workstations, servers, and networking devices) must be operating the latest available software versions and applicable patches, and have the following implemented with supporting policies or procedures available for review by the Department:

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

Contractor staff 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, except under the conditions as specifically approved by the Department ensuring a reduced risk to Department data and that Department business is never confused with personal business.

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

## **7. Contractor's Network**

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

## **8. Transmitting Health Information via Email**

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

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

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

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

## **9. Contractor Data Availability**

The Contractor shall have the capability for the Department to send data to and pull data from the Contractor's provided health service information technology system via a secure transport method (SFTP, Secure Web Services, etc.); furthermore, the data format should either be XML-based or delimiter-separated values. It is the Contractor's responsibility to provide all necessary documentation to assist in the integration of data which includes but is not limited to crosswalk tables for code values, schemas, and encodings.

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

- No disclosure or destruction of any Department data can occur without prior express consent from the Contract Manager.
- The Contractor shall timely return any and/or all Department information in a format acceptable to the Department when the contractual relationship effectively terminates.
- The Contractor shall provide certification of its destruction of all Departmental data in its possession in accordance with NIST Special Publication 800-88 when the need for the Contractor's custody of the data no longer exists.
- The Contractor must maintain support for its services following an emergency that affects the facilities and systems it maintains or those maintained by the Department. Following an emergency that affects the Contractor's facilities or production systems, the Contractor must provide access and use of a backup system with the same functionality and data as its operational system within twenty-four (24) hours. The Contractor must also guarantee the availability of data in its custody to the Department within twenty-four (24) hours following an emergency that may occur within the Contractor's facilities or systems. Following an emergency that affects the Department's facilities or systems, the Contractor must continue to provide access and use of its production systems once the Department has recovered or re-located its service delivery operations.
- The introduction of wireless devices at facilities is subject to prior review and approval by the Contract Manager and the Department's Office of Information Technology (OIT). The

Contractor is responsible for notifying the Department before introducing wireless devices into facilities.

## **10. Information Security Auditing and Accountability**

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

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

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

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

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

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

## **12. Events**

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

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

## **13. Content**

The following content shall be included with every audited event:



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

### **1. Response to Audit Processing Failures**

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

### **2. Time Stamps**

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

### **3. Protection of Audit Information**

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

### **4. Audit Record Retention**

The Contractor shall retain audit records for at least 365 days. Once the minimum retention time period has passed, the Contractor shall continue to retain audit records until the Department determines they are no longer needed for administrative, legal, audit, or other operational purposes. The Contractor should request written approval from the Department prior to destruction of audit records.

### **5. Compliance Requirements**

The Contractor must comply with all applicable State and Federal security requirements including HIPAA, the FBI CJIS Security Policy, and Chapter 71A-1, F.A.C, *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 Contractor must be approved by the Department prior to acquisition.

Any service, software, or process used in service to the Department that includes a userID and password component must ensure said component includes at a minimum capabilities for

password expiration and confidentiality, logging of all UserID activities, lockout on failed password entry, provisions for different levels of access by its userIDs, and intended disablement of UserIDs.

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

The Contractor must comply with Department procedures that relate to the protection of the Department's data and its collective information security which include but are not limited to Procedure 206.007, *User Security for Information Systems Office of Information Technology Internal Remote Access*; and the Contractor, its subcontractors, and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information.

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

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

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

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

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

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

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

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

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

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

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

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

If applicable, the Contractor will host the Department's information and/or services provided in a data center protected by appropriate industry best practice security measures/mitigations, including but not limited to, the following:

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

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

The Contractor's solution 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

## **20. Telepsych Technology**

If the Contractor chooses to provide a Telepsych solution, the Contractor shall incur all costs associated with the implementation of Telepsych. The Department must approve all sites and services to be provided via Telepsych.

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

- Browser 1E11
- Useable at 1024x768 resolution
- Runs on a 64-bit platform Windows 2012 server & above
- Application runs on Microsoft SQL 2008 environment and above
- PC shall have a minimum of Microsoft Windows 7, 8 GB RAM & 1GHz CPU
- Must be Windows Active Directory compliant
- Application supports clients connecting at T1, T3, WAN speed, and 100 mbps
- Must integrate with supporting single sign-on User ID and be centrally managed
- Must support HL7 compatibility as well as other data standards

The proposed solution will be Intranet web-based and users will need Internet Explorer to access the application. Users will not be required to have a client module on their PC. Updates (including white papers), patches and fixes must be approved by the Department's Office of Information Technology; however, the Contractor will be responsible for any up-load and install.

Software offered must have the ability to:

Be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and the HITECH Act. Any service, software, or process that handles and/or transmits electronic protected health information must do so in full HIPAA compliance and with encryption provided as a part of the service, software, or process. In addition, the transmission and encryption scheme supplied by the Contractor must be approved by the Department's Office of Information Technology prior to implementation. Confidential or personal health information includes but is not limited to, all social security numbers, all health information protected by HIPAA, and addresses of law enforcement officers, judges, and other protected classes. Pursuant to Section 119.071(5)(a)(5), F.S., social security numbers are confidential information and therefore exempt from public record or disclosure.

## **2. Transition**

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

In addition, the Contractor shall:

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

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

## **3. Security**

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

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

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

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

#### **4. Orientation and Training**

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

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

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

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

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

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

#### **5. OBIS Use and Training**

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

##### **1. OBIS Data Entry and Data Exchange**

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

Services or any Department system or component deemed necessary for Health Service operations. When requested, the Contractor shall provide the Department data that can be uploaded into the system. The data will meet all the parameters of the Department and will be provided at no cost to the Department. This data shall conform to all standard Department, State, and /or Federal rules, guidelines, procedures and/or laws covering data transfer.

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

## **2. OBIS Cost Reimbursements**

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

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

### **4.1 General Instructions to Respondents**

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

### **4.2 Procurement Officer**

Questions related to the procurement should be addressed to:

**Trueby Bodiford, Procurement Officer**

Florida Department of Corrections  
Office of Administration  
Bureau of Support Services  
501 S. Calhoun Street  
Tallahassee, FL 32399  
Email: [purchasing@mail.dc.state.fl.us](mailto:purchasing@mail.dc.state.fl.us)

### **4.3 Questions**

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

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

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

### **4.4 Special Accommodations**

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



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

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

#### **4.6 Reply Bond**

Each Vendor is required to submit a Certified Check, Cashier's Check or Reply bond with its response. The amount required is five million (\$5,000,000) 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.

1. Respondent has a minimum of at least five (5) years experience in providing mental health care services, three (3) years of which must be in a correctional setting.
2. Respondent 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.
3. 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.).
4. Respondent will act as the prime Contractor to the Department for all services provided under the Contract that results from this ITN.

5. Respondent must be able to demonstrate their ability to meet the performance bond requirements. Prior to execution of prospective contract, Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$15 million dollars or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).
6. Respondent will deliver to the Department a Reply bond or check in the amount of \$5 million dollars. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.
7. Respondent is registered, or will agree to register, in MFMP before execution of the prospective contract. SEE PUR 1000, SECTION 14. The 1% transaction applies to this Contract and is detailed in PUR 1000.
8. Respondent attests to its positive financial standing and Respondent's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

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

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

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

In reply to this ITN, Respondents shall:

- a. Submit the technical reply and the cost reply in separately sealed packages.
- b. Submit one (1) signed original hardcopy of the technical reply with ten (10) hardcopies, sealed separately from the cost reply.
- c. Submit one (1) signed original hardcopy of the cost reply with ten (10) hardcopies, sealed separately from the technical reply.
- d. Submit ten (10) searchable electronic copies of the technical reply on CD-ROMs. In the event of differences between the information contained on the CD-ROM and the original written version, the written version will prevail.
- e. Submit ten (10) searchable electronic copies of the cost reply on a CD-ROM separate from the technical reply. In the event of differences between the cost information provided on the CD-ROM and the original written version, the written version will prevail.
- f. If the Respondent believes its technical reply contains information that is confidential, trade secret, or otherwise not subject to disclosure, Respondent shall submit one (1) redacted electronic version of the technical reply, provided on a CD-ROM. The information contained on the CD-ROM shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. The reason for this requirement is that in the event the Department receives a public records request for this information the Department will be able to respond to such request by providing a copy of redacted electronic version of the document(s) provided by the Respondent. The Department will rely upon Respondent

submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, the Department is authorized to produce the entire documents, data, or records submitted by Respondent in answer to a public records request for these records.

- g. Sealed packages to be delivered shall be clearly marked with the solicitation number, company name, due date and time, and identify which package(s) contains the technical reply and cost reply.
- h. Submitted hardcopies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Respondent's company name, solicitation number, and whether it is the technical or cost reply. Hardcopies should be numbered one-ten, in sequential order for ease of tracking.

#### 4.9 Contents of Reply Submittals

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

The reply shall be organized as follows:

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

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

**TAB A** must also include a letter, signed on or after January 1, 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 Respondent's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$15,000,000. **Failure by the Respondent to provide this letter with its reply will be considered material and will result in the reply being deemed not responsive.**

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

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

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

## References.

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

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

- A. Persons employed by the Department within the past three (3) years.
- B. Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- C. Board members within the Respondent's organization.
- D. 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 Respondent's references to verify the information was actually provided by the reference and the negotiation team may elect to contact the references to obtain further information regarding the Respondent's performance. In addition, the negotiation team reserves the right to contact and consider references other than those provided by the Respondent when making its best value determination.

## 4 Prior Work Experience

### 4.15 Similar Contracts and Services

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

### 4.16 Disputes

Respondents shall identify all Contract disputes Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last five (5) years related to contracts pursuant to which Respondent provided(s) correctional health care services in the continental United States on an organizational or enterprise level. The term "Contract disputes" means any

circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the Contract customer that Respondent was in default or breach of a duty under the Contract or not performing as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or financial consequences under such contracts. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

#### **4.17 Subcontractor Information**

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

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

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

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

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

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

In **TAB D**, for **each** of the eight (8) Service Areas, the Respondent shall:

1. Acknowledge acceptance of each requirement.
2. Acknowledge acceptance of the measures of each performance measure (PM).

3. Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs Respondent identifies as important that are not specified.
4. Identify proposed modifications to the identified PMs, the impact of the modification (e.g. greater quality control, cost savings)
5. 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.
6. 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.
7. 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.
8. 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 mental health care services for FDC, the new Contractor will document a transition plan. The transition plan outlines key activities that must be completed while working with the Department and current Contractor(s) during the transition period. Describe in detail the Respondent's plan for:

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

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

Respondent shall complete and submit **Attachment IV** – “Price Information Sheet” for the Contract's initial term and renewal years, and include this form in **TAB F** of its reply to the ITN. The Cost Reply shall be submitted as an overall single capitation rate, per-inmate, 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 Respondent 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 Respondent's offering. The Department is interested in ideas or tools the Respondent believes will provide for greater performance and efficiency of operations. Respondent shall make sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

**TAB H Completed Forms**

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

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

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

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

##### **1. TECHNICAL REPLY EVALUATION SCORE (0 – 500 POINTS)**

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

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

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

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

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

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

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

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

2. How well did the Respondent convey the ability to provide these services?
3. Are there any issues or concerns identified regarding Respondent's experience and ability to provide the services?

## 2. **Description of Offering**

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

1. How well the proposed offering satisfies the following criteria:
  1. Demonstrates Respondent's ability to effectively provide mental health care services at the operational levels required by this ITN.
  2. Maximizes operational efficiencies and supports the Department's goals.
2. 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?
3. How well does the Respondent understand the goals to be achieved via this solicitation?

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

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

1. Program Management
2. Mental Health Assessments
3. Mental Health Services
4. Outpatient Services
5. Inpatient and Infirmary Services
6. Pharmaceuticals Services
7. Quality Management
8. Re-Entry and Aftercare Planning

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



1. Description of the planned staffing for the proposed offering
2. Clinical staffing levels and roles and responsibilities
3. Administrative staffing and roles and responsibilities
4. Organization structure / chart
5. Whether the Respondent's staffing requirements are consistent with the objectives of this solicitation

**2. COST EVALUATION SCORE (0 - 250 Points)**

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

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

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

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

**Respondent Cost Points:** Cost points assigned based on the above weight, for a specific Respondent as reflected in **Attachment 5, 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

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

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

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

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

### 3. **REPLY EVALUATION SCORE**

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

#### 4.11 **Reply Evaluation and Negotiation Process**

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

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

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

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

##### i. **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	10%	50
Program Management Service Area Detail	1-5	10%	50
Mental Health Assessment Service Area Detail	1-5	10%	50
Mental Health Services Service Area Detail	1-5	5%	25
Outpatient Services Service Area Detail	1-5	10%	50
Inpatient and Infirmiry Services Service Area Detail	1-5	15%	75
Pharmaceutical Services Service Area Detail	1-5	5%	25
Quality Management Service Area Detail	1-5	10%	50
Re-Entry and Aftercare Planning Service Area Detail	1-5	10%	50
<b>TOTAL</b>	<b>500 (weighted)</b>	<b>100%</b>	<b>500</b>

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

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

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

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

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

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

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

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.

**ii. Negotiation Phase Methodology**

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

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

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

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

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

As part of the negotiation process, the Department will check references as described in Section 3.11 Tab B and to assess the extent of success of the projects associated with

those references. The Department also reserves the right to contact references not provided by the Respondent. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation and selection of the Respondent.

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

**Selection Criteria:**

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

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

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

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

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

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

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

It is the intent of the Department to Contract with one Statewide Contractor to provide services. This does not preclude use of subcontractors.

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

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

#### **4.12 Reply Opening**

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

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

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

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

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

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

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

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

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

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

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

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

<b>SITE VISITS SCHEDULE</b>			
<b>Institution</b>	<b>Address</b>	<b>Date</b>	<b>Time</b>
<b>Wakulla CI</b>	110 Melaleuca Drive Crawfordville, Florida 32327-4963	<b>January 7, 2016</b>	9:00 a.m. (Eastern Time)
<b>Lowell CI</b>	11120 NW Gainesville Rd. Ocala, Florida 34482-1479	<b>January 27, 2016</b>	9:00 a.m. (Eastern Time)
<b>Lake CI</b>	19225 U.S. Highway 27 Clermont, Florida 34715-9025		2:00 p.m. (Eastern Time)
<b>Suwannee CI</b>	5964 U.S. Highway 90 Live Oak, Florida 32060	<b>January 28, 2016</b>	9:00 a.m. (Eastern Time)
<b>Union CI</b>	25636 NE SR-16 Raiford, Florida 32083		2:00 p.m. (Eastern Time)
<b>Dade CI</b>	19000 S.W. 377th Street Florida City, Florida 33034-6409	<b>February 16, 2016</b>	10:00 a.m. (Eastern Time)

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

The site visits are an opportunity to tour each institution and are vital to understanding the desired services sought by the Department. The Department will accept verbal questions during the site visits and will make a reasonable effort to provide answers at that time. Impromptu



questions will be permitted and spontaneous answers provided; **however, parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing in accordance with Section 4.3 of this ITN.** This written response will be provided to all prospective Vendors as an addendum to the ITN and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.**

#### **4.18 Addenda**

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

#### **4.19 Cost/Price Discussions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.24 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.

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

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

#### **4.26 Vendor Substitute W-9**

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

#### **4.27 Scrutinized Companies**

In accordance with Section 287.123, F.S., agencies are prohibited from contracting with companies for goods or services over \$1,000,000, that are on either the Scrutinized Companies

with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been 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.

#### **4.28 Disclosure of Reply Submittal Contents**

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

#### **4.29 Posting of Notice of Agency Decision**

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

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

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

### **5.1 General Contract Conditions**

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

### **5.2 Travel Expenses**

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

### **5.3 Transaction Fee**

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

### **5.4 E-Verify**

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

### **5.5 State Initiatives**

#### **5.5.1. Diversity in Contracting**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority, women, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

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

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

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

### **5.5.2. Environmental Considerations**

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

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

## **5.6 Subcontracts**

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

If a subcontractor is utilized by the Vendor(s), the Vendor(s) shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood, and agreed that the Department shall

not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Vendor(s) shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITN. Failure by the Vendor(s) to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Vendor(s) to the subcontractor in the amount of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

## **5.7 Insurance**

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

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

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

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

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

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

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

#### **5.9 Independent Contractor Status**

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

#### **5.10 Assignment**

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

#### **5.11 Severability**

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

#### **5.12 Force Majeure**

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



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

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

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

### **5.14 Reservation of Rights**

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

### **5.15 Taxes**

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

### **5.16 Safety Standards**

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

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

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

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

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

## **5.19 Legal Requirements**

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

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

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

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

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

## **5.22 Contract Modifications**

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

## **5.23 Contract Monitoring**

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

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

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

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

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

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

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

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

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

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

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

## **5.25 Financial Consequences**

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

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

## **5.26 Contract Expiration (Responsibilities of Contractor)**

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

## **5.27 Default**

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

## **5.28 Termination**

### **i. Termination at Will**

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

## **ii. Termination Due to Lack of Funds**

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

## **iii. Termination for Cause**

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

## **iv. Termination for Unauthorized Employment**

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

### **5.29 Retention of Records**

The Vendor(s) agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this solicitation for a period of five (5) 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 five (5) years following termination of the Contract, or, if an audit has been initiated, and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Vendor(s) shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor(s) shall advise the Department of the location of all records pertaining to the Contract resulting from this solicitation, and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

### **5.30 Indemnification**

The Contractor(s) shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor(s), or its employees or

agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

### **5.31 Inspector General**

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

### **5.32 Cooperative Purchasing**

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

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

### **5.33 Performance Guarantee**

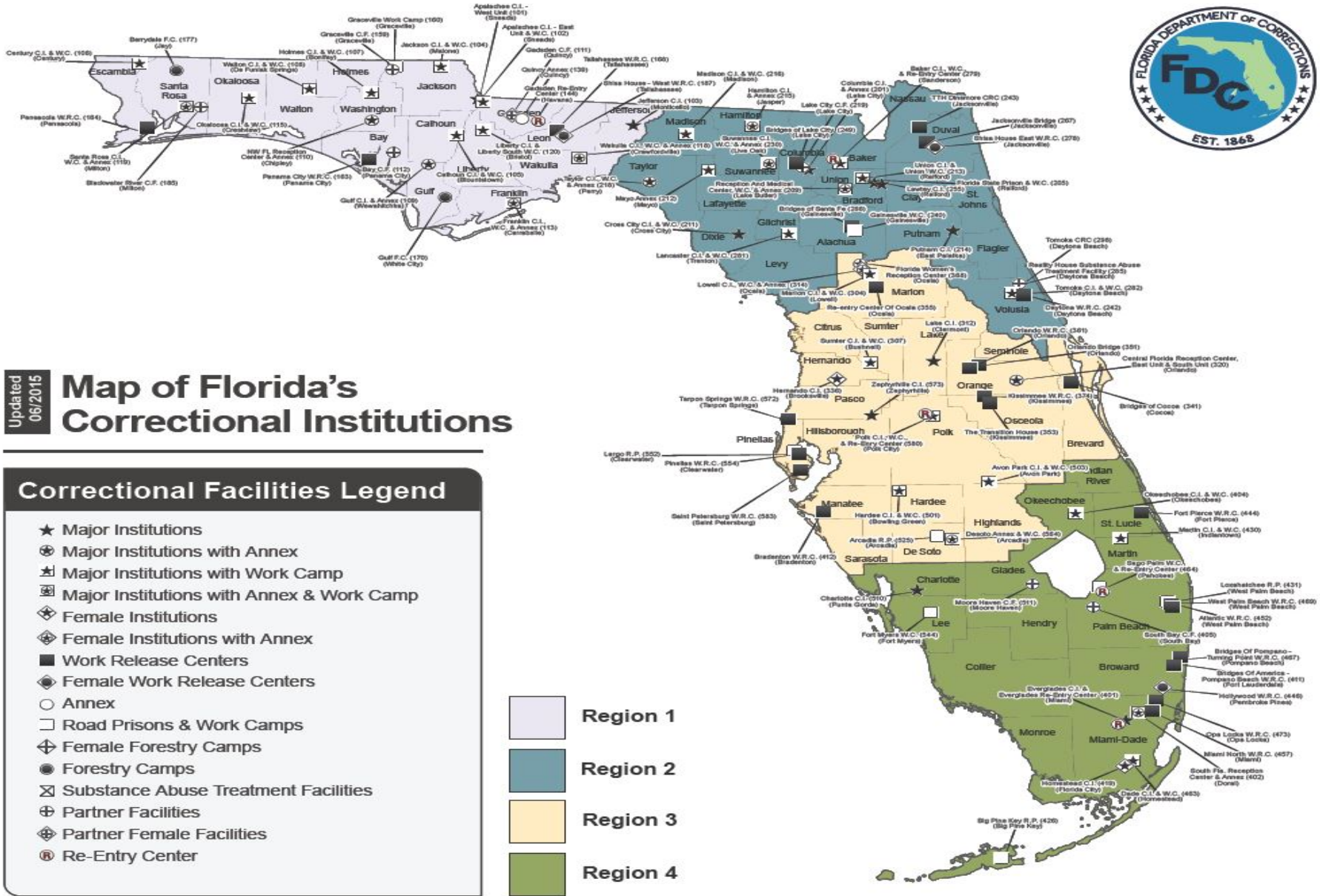
The Contractor shall furnish the Department with a Performance Guarantee in the amount of fifteen (15) million dollars (\$15,000,000.00) that shall be in effect yearly for a time frame equal to the term of the Contract.

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

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

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**ATTACHMENT I-REGIONAL MAP  
ITN# 15-FDC-112**



**Updated 06/2015**  
**Map of Florida's Correctional Institutions**

### Correctional Facilities Legend

- ★ Major Institutions
- ⊕ Major Institutions with Annex
- ⊕ Major Institutions with Work Camp
- ⊕ Major Institutions with Annex & Work Camp
- ◆ Female Institutions
- ◆ Female Institutions with Annex
- Work Release Centers
- Female Work Release Centers
- Annex
- Road Prisons & Work Camps
- ⊕ Female Forestry Camps
- Forestry Camps
- ⊕ Substance Abuse Treatment Facilities
- ⊕ Partner Facilities
- ⊕ Partner Female Facilities
- ⊕ Re-Entry Center

**ATTACHMENT II-LIST OF FACILITIES**

**ITN# 15-FDC-112**

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



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

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

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

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

2	TOMOKA C.I.	<b>Physical:</b> 3950 TIGER BAY ROAD DAYTONA BEACH, FL 32124-0000
2	TOMOKA WORK CAMP	<b>Physical:</b> 3950 TIGER BAY ROAD DAYTONA BEACH, FL 32124-0000
2	TOMOKA CRC-285	<b>Physical:</b> 1200 RED JOHN ROAD DAYTONA BEACH, FL 32124-0000
2	TOMOKA CRC-290	<b>Physical:</b> 3601 U.S. HIGHWAY 92 DAYTONA BEACH, FL 32124-0000
2	TOMOKA CRC-298	<b>Physical:</b> 1341 INDIAN LAKE ROAD DAYTONA BEACH, FL 32124-0000
2	UNION C.I.	<b>Physical:</b> HWY 16 NW OF STARKE (7819 NW 228TH STREET ) RAIFORD, FL 32026-4000
2	UNION WORK CAMP	<b>Physical:</b> HWY 16 NW OF STARKE (7819 NW 228TH STREET ) RAIFORD, FL 32026-4000
3	MARION C.I.	<b>Physical:</b> 3269 NW 105TH. STREET LOWELL, FL 32663-0158
3	MARION WORK CAMP	<b>Physical:</b> 3269 NW 105TH. STREET LOWELL, FL 32663-0158
3	FLORIDA WOMENS RECEPTION CENTER	<b>Physical:</b> 3700 NW 111TH PLACE OCALA, FL 34482-0000
3	LOWELL C.I.	<b>Physical:</b> 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479
3	LOWELL ANNEX	<b>Physical:</b> 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479
3	LOWELL WORK CAMP	<b>Physical:</b> 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479
3	ARCADIA ROAD PRISON	<b>Physical:</b> 2961 NW COUNTY ROAD #661 ARCADIA, FL 34266-0000

3	AVON PARK C.I.	<b>Physical:</b> 8100 HIGHWAY 64 EAST AVON PARK, FL 33825-0000
3	AVON PARK WORK CAMP	<b>Physical:</b> 8100 HIGHWAY 64 EAST AVON PARK, FL 33825-0000
3	CENTRAL FLORIDA RECEPTION CENTER (CFRC)	<b>Physical:</b> 7000 H.C. KELLEY RD. ORLANDO, FL 32831-2518
3	CFRC-EAST	<b>Physical:</b> 7000 H.C. KELLEY RD. ORLANDO, FL 32831-2518
3	CFRC-SOUTH	<b>Physical:</b> 7000 H.C. KELLEY RD. ORLANDO, FL 32831-2518
3	DESOTO ANNEX	<b>Physical:</b> 13617 SE HWY 70 ARCADIA, FL 34266-0000
3	DESOTO WORK CAMP	<b>Physical:</b> 13617 SE HIGHWAY 70 ARCADIA, FL, FL 34266-0000
3	HARDEE C.I.	<b>Physical:</b> 6901 STATE ROAD 62 BOWLING GREEN, FL 33834-9810
3	HARDEE WORK CAMP	<b>Physical:</b> 6899 S.R. 62 BOWLING GREEN, FL 33834-9810
3	HERNANDO C.I.	<b>Physical:</b> 16415 SPRING HILL DRIVE BROOKSVILLE, FL 34604-8167
3	KISSIMMEE C.R.C.	<b>Physical:</b> 2925 MICHIGAN AVENUE KISSIMMEE, FL 34744-0000
3	LAKE C.I.	<b>Physical:</b> 19225 U. S. HWY 27 CLERMONT, FL 34715-9025
3	LARGO ROAD PRISON	<b>Physical:</b> 5201 ULMERTON ROAD CLEARWATER, FL 33760-4091
3	ORLANDO C.R.C.	<b>Physical:</b> 7300 LAUREL HILL ROAD ORLANDO, FL 32818-0000
3	PINELLAS C.R.C.	<b>Physical:</b> 5205 ULMERTON ROAD CLEARWATER, FL 33760-0000

3	POLK C.I.	<b>Physical:</b> 10800 EVANS ROAD POLK CITY, FL 33868-6925
3	POLK WORK CAMP	<b>Physical:</b> 10800 EVANS ROAD POLK CITY, FL 33868-6925
3	ST. PETE C.R.C.	<b>Physical:</b> 4237 8TH AVE. SOUTH ST. PETERSBURG, FL 33711-2000
3	SUMTER C.I.	<b>Physical:</b> 9544 COUNTY ROAD 476B BUSHNELL, FL 33513-0000
3	SUMTER ANNEX	<b>Physical:</b> 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000
3	SUMTER B.T.U.	<b>Physical:</b> 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000
3	SUMTER WORK CAMP	<b>Physical:</b> 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000
3	SUNCOAST C.R.C. (FEM)	<b>Physical:</b> 10596 GANDY BOULEVARD ST. PETERSBURG, FL 33702-0000
3	ZEPHYRHILLS C.I.	<b>Physical:</b> 2739 GALL BOULEVARD ZEPHYRHILLS, FL 33541-9701
4	ATLANTIC C.R.C.	<b>Physical:</b> 263 FAIRGROUNDS ROAD WEST PALM BEACH, FL 33411-0000
4	CHARLOTTE C.I.	<b>Physical:</b> 33123 OIL WELL RD. PUNTA GORDA, FL 33955-0000
4	DADE C.I.	<b>Physical:</b> 19000 SW 377TH STREET FLORIDA CITY, FL 33034-0000
4	EVERGLADES C.I.	<b>Physical:</b> 1599 S.W. 187TH AVENUE MIAMI, FL 33194-0000
4	EVERGLADES RE-ENTRY CENTER	<b>Physical:</b> 1601 SW 187TH AVENUE MIAMI, FL 33194-0000
4	FORT PIERCE C.R.C.	<b>Physical:</b> 1203 BELL AVENUE FORT PIERCE, FL 34982-6599

4	FT. MYERS WORK CAMP	<b>Physical:</b> 2575 ORTIZ AVE. FT. MYERS, FL 33905-1107
4	HOLLYWOOD C.R.C.	<b>Physical:</b> 8501 W. CYPRESS DRIVE PEMBROKE PINES, FL 33025-0000
4	HOMESTEAD C.I.	<b>Physical:</b> 19000 S.W. 377 STREET FLORIDA CITY, FL 33034-6409
4	LOXAHATCHEE R.P.	<b>Physical:</b> 230 SUNSHINE ROAD WEST PALM BEACH, FL 33411-0000
4	MARTIN C.I.	<b>Physical:</b> 1150 SW ALLAPATTAH RD INDIANTOWN, FL 34956-0000
4	MARTIN WORK CAMP	<b>Physical:</b> 100 SW ALLAPATTAH RD INDIANTOWN, FL 34956-0000
4	MIAMI NORTH C.R.C.	<b>Physical:</b> 7090 NORTHWEST 41ST STREET MIAMI, FL 33166-0000
4	OKEECHOBEE C.I.	<b>Physical:</b> 3420 NE 168TH STREET OKEECHOBEE, FL 34972-0000
4	OKEECHOBEE WORK CAMP	<b>Physical:</b> 3420 NE 168TH STREET OKEECHOBEE, FL 34972-4824
4	OPA LOCKA C.R.C.	<b>Physical:</b> 5400 NW 135 ST. OPA LOCKA, FL 33054-0000
4	SOUTH FLORIDA RECEPTION CENTER (SFRC)	<b>Physical:</b> 14000 N.W. 41ST STREET DORAL, FL 33178-3003
4	S.F.R.C SOUTH UNIT	<b>Physical:</b> 13910 NW 41ST STREET DORAL, FL 33178-3014
4	SAGO PALM RE-ENTRY CENTER	<b>Physical:</b> 500 BAY BOTTOM ROAD PAHOKEE, FL 33476-0000
4	BIG PINE KEY R.P.	<b>Physical:</b> 450 KEY DEER BOULEVARD BIG PINE KEY, FL 33043-0000
4	W.PALM BEACH C.R.C.	<b>Physical:</b> 461 W. FAIRGROUNDS ROAD WEST PALM BEACH, FL 33411-0000



**ATTACHMENT III-INSTITUTIONAL CAPACITY  
ITN# 15-FDC-112**

<b>Location</b>	<b>Highest S-Grade Population</b>	<b>Max Capacity</b>	<b>Total Population as of June, 30, 2015</b>
101-APALACHEE WEST UNIT		819	803
102-APALACHEE EAST UNIT	S-3	1,322	1,262
103-JEFFERSON C.I.	S-3	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.	S-3	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.	S-5	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	S-4	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.	S-3	1,427	1,354
205-FLORIDA STATE PRISON	S-3	1,460	1,353
206-FSP WEST UNIT		802	761
208-R.M.C.- WEST UNIT	S-3	1,148	943
209-R.M.C.- MAIN UNIT	S-5	1,503	1,275
211-CROSS CITY C.I.		1,022	971
213-UNION C.I.	S-5	2,172	1,952
214-PUTNAM C.I.		458	453
215-HAMILTON C.I.		1,177	1,151
216-MADISON C.I.		1,189	1,161
218-TAYLOR C.I.		1,301	1,274
221-R.M.C WORK CAMP		432	430
223-MAYO C.I. ANNEX		1,668	1,301
224-TAYLOR ANNEX		1,409	1,392
227-TAYLOR WORK CAMP		432	406
230-SUWANNEE C.I	S-5	1,499	1,269
231-SUWANNEE C.I. ANNEX	S-3	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	S-3	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.	S-3	592	530
282-TOMOKA C.I.	S-3	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.	S-6	1,093	817
314-LOWELL C.I.	S-3	1,176	1,050
316-LOWELL WORK CAMP	S-3	394	326
320-CFRC-MAIN		1,659	1,014
321-CFRC-EAST		1,407	815
323-CFRC-SOUTH		150	111
336-HERNANDO C.I.		431	413
345-SUNCOAST C.R.C.(FEM)		165	157
347-BRIDGES OF COCOA		84	80
351-BRIDGES OF ORLANDO		152	147
352-ORLANDO BRIDGE		136	136
353-TTH OF KISSIMMEE		150	150
355-REENTRY CTR OF OCALA		100	100
361-ORLANDO C.R.C.		84	84
364-MARION WORK CAMP		280	279
365-SUMTER WORK CAMP		1,377	275
367-LOWELL ANNEX		1,500	1,419
368-FL.WOMENS RECPN.CTR	S-5	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.	S-3	1,788	1,463
402-S.F.R.C.	S-5	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.	S-3	668	663
420-MARTIN WORK CAMP		264	258
426-BIG PINE KEY R.P.		64	57
430-MARTIN C.I.	S-3	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.	S-5	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.	S-5	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.	S-4	758	688
580-POLK C.I.		12,083	1,096
583-ST. PETE C.R.C.		150	139

**ATTACHMENT IV-PRICE INFORMATION SHEET  
ITN# 15-FDC-112**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT V – NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION  
ITN #15-FDC-112**

In connection with ITN #15-FDC-112, entitled “Comprehensive Health Care Services-Inpatient and Outpatient Mental Health Services” the Florida Department of Corrections (“FDC”) is disclosing to you business information, procedures, technical information and/or ideas identified as “Restricted”.

In consideration of any disclosure and any Restricted information provided by FDC concerning ITN 15-FDC-112, you agree as follows:

- a) 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.
- b) 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.
- c) You will promptly notify FDC of any unauthorized release of Restricted information.
- d) You understand that this statement does not obligate FDC to disclose any information or negotiate or enter into any agreement or relationship.
- e) You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to FDC for which damages are not an adequate remedy and that the FDC shall therefore be entitled to equitable relief in addition to all other remedies available at law.
- f) 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.
- g) 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 (FDC)**

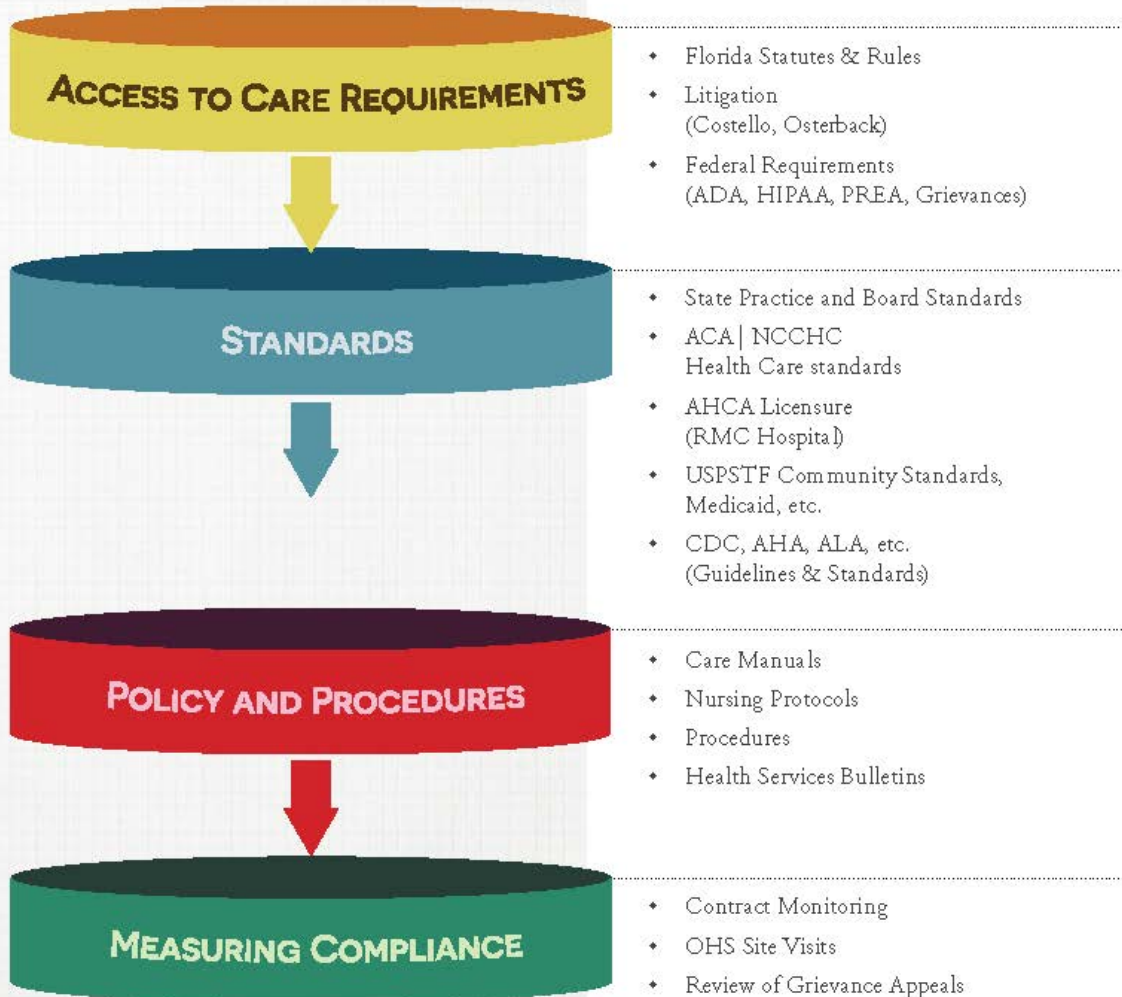
By: \_\_\_\_\_  
(Signature)

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

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



# MEDICAL STANDARDS OF CARE



**ADA** - Americans with Disabilities Act  
**HIPAA** - Health Insurance Portability and Accountability Act  
**PREA** - Prison Rape Elimination Act  
**ACA** - American Correctional Association  
**NCCHC** - National Commission on Correctional Health Care  
**AHCA** - Agency for Health Care Administration  
**RMC** - Reception and Medical Center  
**USPSTF** - US Preventive Services Task Force  
**CDC** - Centers for Disease Control and Prevention  
**AHA** - American Heart Association  
**ALA** - American Lung Association  
**OHS** - Office of Health Services  
**CMA** - Correctional Medical Association





# MEDICAL STANDARDS OF CARE

## ACCESS TO CARE REQUIREMENTS

- Florida Statutes & Rules
- Litigation (Costello, Osterback)
- Federal Requirements (Americans with Disabilities Act, Health Insurance Portability and Accountability Act, Prison Rape 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-112**

**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 mental 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 mental health care services in a correctional setting to an inmate population of at least 5,000 inmates.

**2. Prime Vendor**

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

**3. Performance Bond**

This is to certify that the Respondent must be 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 \$15 million dollars or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).

**4. Reply Bond**

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

**5. Meets Legal Requirements**

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

**6. MyFloridaMarketPlace Registration and Transaction Fee**

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

**7. Financial Stability**

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

**8. Statement of No Inducement:**

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

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

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

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

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

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

**ATTACHMENT VIII – CONTRACTOR’S REFERENCE FORM  
ITN #15-FDC-112**

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

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

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

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

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

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

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



**ATTACHMENT X – RESPONDENT’S CONTACT INFORMATION**  
**ITN #15-FDC-112**

The Respondent shall identify the contact information as described below.

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

**ATTACHMENT XI – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**  
**ITN #15-FDC-112**

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-112**

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

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

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

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

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

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

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

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

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

1. **Definitions**

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



2. **Confidentiality Requirements**

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

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

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

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

Such report shall notify the Department of:

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

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

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

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

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

3. **Obligations of Department**

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

4. **Termination**

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

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

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

**ATTACHMENT XIII - NOTICE OF CONFLICT OF INTEREST  
ITN# 15-FDC-112**

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

**Solicitation Number: 15-FDC-112**

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:

3. 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:

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

4. 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:

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

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

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

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