

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
OF THE STATE OF FLORIDA IN AND FOR PALM BEACH COUNTY

HUMAN RIGHTS DEFENSE CENTER, a  
not-for-profit corporation,

Plaintiff,

Case No.:

v.

CORIZON HEALTH, INC., a Tennessee  
corporation, authorized and registered to do  
business in Florida.

**IMMEDIATE HEARING  
REQUESTED PURSUANT TO  
SECTION 119.11(1), Fla. Stat.**

Defendant.

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**COMPLAINT TO ENFORCE PUBLIC RECORDS ACT**

Plaintiff, HUMAN RIGHTS DEFENSE CENTER (“HRDC” or “Plaintiff”), brings this action against Defendant CORIZON HEALTH, INC. (“Corizon”) to enforce Florida’s Public Records Law and states:

**I. JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction pursuant to Article V, Section 5(b) of the Florida Constitution and Section 119.11, Florida Statutes.

2. This Court has personal jurisdiction over Defendant Corizon because it is doing business in Florida and is otherwise engaged in substantial activity within the State, and the constitutional and statutory violations it committed, which are the subject of this lawsuit, occurred in Florida.

3. Venue is appropriate in Palm Beach County because this public records action accrued there, and while Corizon likely maintains the records outside the state, the records requested are as easily accessible in Palm Beach County as in any other county in Florida.

4. All conditions precedent to this Complaint have occurred or have been excused or waived.

## II. PARTIES

5. Plaintiff HRDC is a not-for-profit charitable organization recognized under § 501(c)(3) of the Internal Revenue Code, incorporated in the state of Washington and with principal offices in Lake Worth, Florida.

6. Defendant Corizon is a Tennessee Corporation registered in the state of Florida that contracted with the Florida Department of Corrections (“FDOC”) to provide medical care to prisoners October 1, 2012 to sometime in 2016. Pursuant to the contract between FDOC and Corizon, Corizon has been delegated the responsibility of maintaining the FDOC’s public records in relation to its provision of medical care to FDOC inmates.<sup>1</sup> As such, Corizon is the custodian of the FDOC’s public records within its possession and an agency pursuant to Article I, Section 24 of the Florida Constitution and Section 119.011(2), Florida Statutes.

7. As a custodian of the FDOC’s public records, Corizon has a duty to permit the inspection, examination, and copying of such records by any person desiring to do so, at a reasonable time, under reasonable conditions, and for reasonable costs. *See* § 119.07, Fla. Stat.

## III. FACTS

### A. Plaintiff’s Background and Mission

8. For more than 27 years, the focus of HRDC’s mission has been public education, advocacy and outreach on behalf of, and for the purpose of assisting, prisoners who seek legal

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<sup>1</sup> The contract specifically requires Corizon to respond to “public records requests.” *See* Section II(L)(2)(k) (listing “tracking and providing information in response to public records request” as one of Corizon’s duties) and Section VII(A)(1) of the Contract between FDOC and Corizon (“Contract”) attached hereto as Exhibit A (agreeing to allow “the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and 945.10, Florida Statutes, made or received by [Corizon] in conjunction with th[e] Contract”).

redress for infringements of their constitutionally guaranteed and other basic human rights. To accomplish its mission, HRDC publishes and distributes books, magazines, and other information containing news and analysis about prisons, jails and other detention facilities, prisoners' rights, court rulings, management of prison facilities, prison conditions, and other matters pertaining to the rights and/or interests of incarcerated individuals.

9. HRDC distributes its publications to prisoners and law librarians in more than 2,600 correctional facilities located across all fifty states, including within the State of Florida and throughout Federal Bureau of Prisons facilities.

10. HRDC engages in core protected speech and expressive conduct on matters of public concern, such as the operation of prison facilities, prison conditions, prisoner health and safety, and prisoners' rights. In furtherance of its mission, and to facilitate its reporting on issues pertaining to the criminal justice system and incarceration, HRDC routinely requests access to public records from municipal, state, and federal agencies across the country, as well as from the private entities employed by, contracting with, or acting as agents on behalf of municipal, state, and federal authorities.

#### **B. HRDC's Public Records Requests to Corizon**

11. Pursuant to Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes, HRDC made various written public records requests to Corizon. *See* composite Exhibit B (written public records requests).

12. Specifically, on June 16, 2017, HRDC requested copies of complaints and/or claims made against Corizon, as well as copies of final dispositions in those matters including any final orders, injunctions, or declaratory rulings. *Id.*

13. On or about July 17, 2017, Defendant Corizon responded through counsel but provided no documents. *Id.* Instead, Corizon indicated that the requests were “vague” and more information was needed. *Id.* Consequently, Corizon also indicated that certain requested documents were “exempt from disclosure,” yet failed to provide specificity as to the statutory basis for the claimed exemption. *Id.*

14. On or about August 10, 2017, HRDC replied to Corizon’s July letter, requesting clarification of Corizon’s position as to the statutory provision on which it based its claimed exemption. *Id.* Due to Corizon’s alleged confusion, HRDC also sent a copy of this letter to the FDOC pursuant to Chapter 119, Florida Statutes. *Id.* The FDOC emailed Corizon’s counsel directing Corizon to respond to HRDC’s request in compliance with Section VIIA of the Contract.

15. On or about August 23, 2017, Corizon abandoned its allegations of exempt documents. *Id.* Instead, Corizon opted to feign confusion, stating it did not understand HRDC’s public records request. *Id.* Even after again receiving clarification from HRDC, Corizon failed to provide any responsive records.

16. Having received no records or adequate responses from either Defendants, on June 13, 2018, HRDC again sent another letter to Corizon, reiterating its request for records. *Id.* No response was received.

17. To date, Corizon has not responded to these inquiries or provided any responsive documents.

#### **IV. CLAIMS**

##### **Count I – Unlawful Withholding of Public Records**

18. HRDC re-alleges and incorporates the allegations of Paragraphs 1 through 17 of the Complaint as if fully set forth herein.

19. The constitutional right of access to public records applies to “any public body, officer, or employee of the state, or persons acting on their behalf . . .” Art. I, § 24, Fla. Const.; *see also* § 119.011(2), Fla. Stat.

20. By its own actions, and as admitted by the FDOC, FDOC delegated to Corizon its duty to create, receive, and maintain public records in relation to the Contract, and Corizon was acting on behalf of the FDOC as the custodian of the public records at issue. Therefore, Corizon is an “agency” pursuant to Section 119.011(2), Florida Statutes, and has an obligation to provide access to any non-exempt public records for which it has assumed the role of custodian.

21. The records requested by HRDC are public records as defined in Section 119.011(12), Florida Statutes, and as interpreted by Florida courts, and are encompassed within Article I, Section 24 of the Florida Constitution.

22. No public records law exemption exists or has been asserted that would prevent the inspection or copying of the records requested by HRDC.

23. Corizon cannot evade Florida’s Public Records Act and avoid the custodial responsibilities it assumed from the FDOC by devising a mechanism to evade and delay production of records.

24. Corizon’s delay in providing the requested records is unreasonable and unjustified and amounts to an unlawful refusal to provide the records.

25. Corizon has failed and refused to provide the requested records.

26. This failure to provide the requested records violates the Public Records Act, and Article I, Section 24(a) of the Florida Constitution and is unlawful.

#### **Attorneys’ Fees**

27. Section 119.12 of the Public Records Act provides:

- (1) If a civil action is filed against an agency to enforce the provisions of this chapter, the court shall assess and award the reasonable costs of enforcement, including reasonable attorney fees, against the responsible agency if the court determines that:
  - (a) The agency unlawfully refused to permit a public record to be inspected or copied; and
  - (b) The complainant provided written notice identifying the public record request to the agency's custodian of public records at least 5 business days before filing the civil action . . .

28. HRDC provided written notice of its public record request to Corizon at least five business days prior to filing this action.

29. HRDC's counsel has been actively involved in this matter.

30. HRDC has also retained the undersigned outside counsel to assist in this matter.

31. HRDC is obligated to pay attorneys' fees for both its in-house and outside counsel in relation to this matter.

### **Expedited Hearing**

32. Section 119.11(1) of the Public Records Act provides that courts are to set immediate hearings in actions to enforce its provisions and are to give such cases priority over other pending cases. *Salvador v. Fennelly*, 593 So. 2d 1091, 1094 (Fla. 4th DCA 1992) (recognizing the importance of the statutory provision for immediate hearings in Public Records Act cases because "time can be an important element in the right of access to public records").

33. As the Florida Supreme Court has recognized: "News delayed is news denied." *State ex. Rel. Miami Herald Publ'g Co. v. McIntosh*, 340 So. 2d 904, 910 (Fla. 1976). Therefore, HRDC requests an immediate hearing and that this case be given priority over other pending cases.

### **Relief Requested**

WHEREFORE, Plaintiff HRDC requests that this Court:

- a. Set and hold an immediate hearing pursuant to Section 119.11 of the Public Records Act;
- b. Find that the requested records are public records subject to disclosure under the Public Records Act to which no valid exemption applies;
- c. Find that Corizon had a duty to provide access to non-exempt public records;
- d. Find the Corizon's delay in producing the non-exempt responsive records was unjustified;
- e. Find Corizon unlawfully refused to permit access to the records at issue in violation of the Public Records Act and Article I, Section 24 of the Florida Constitution;
- f. Order Corizon to permit access to the records requested by HRDC without further delay;
- g. Award HRDC its reasonable attorneys' fees, costs, and expenses incurred in this action, as provided in Section 119.12, Florida Statutes; and
- h. Award HRDC such other and further relief as the Court deems necessary and appropriate.

Respectfully Submitted,

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**CONTRACT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**CORIZON, INC.**

This Contract is between the Florida Department of Corrections ("Department") and Corizon, Inc. ("Contractor") which are the parties hereto.

**WITNESSETH**

Whereas, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes;

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, this Contract is entered into pursuant to RFP# 11-DC-8324, authorized pursuant to Section 287.057 (1)(b), Florida Statutes, and funded in Line Item 784, General Appropriations Act, 2012; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide Comprehensive Healthcare Services to the Department's inmates in Regions I, II, and the following institutions in Region III: Avon Park CI, Central Florida Reception Center (CFRC), Hernando CI, Lake CI, Polk CI, Sumter CI, and Zephyrhills CI, and their assigned satellite facilities, including annexes, work camps, road prisons and work release centers.

Therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

**I. CONTRACT TERM AND RENEWAL**

A. Contract Term

This Contract shall begin on October 1, 2012, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on September 30, 2017. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its initial term.

B. Contract Renewal

The Department has the option to renew this Contract for one (1) additional five (5) year period after the initial Contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III., Compensation. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date. The renewal

term shall be considered separate and shall require exercise of the renewal option should the Department choose to renew this Contract.

## II. SCOPE OF SERVICE

### A. General Service Description/Purpose

1. The Contractor is to establish a program for the provision of staffing and operation of health, mental/behavioral health, dental, healthcare network and utilization management, and any claims management services for all institutions. The program is to meet constitutional and community standards, the standards of the American Correctional Association (ACA) and/or National Commission on Correctional Health Care (NCCHC), Florida Statutes, Florida Administrative Code, court orders, applicable policies, procedures, and directives regarding the provision of health services in the Department. Department policy, procedure, or directive language will take precedence over the Contractor's policies and procedures in the event of any conflict between the two.
2. The Contractor shall provide services in accordance with the American Correctional Association (ACA) Performance Based Standards, Expected Practices and Outcome Measures and/or National Commission on Correctional Health Care (NCCHC) and prevailing professional practices. The performance of the Contractor's personnel and administration must meet or exceed standards established by ACA and/or NCCHC as they currently exist and/or may be amended. The contractor shall identify the clinical criteria utilized to determine necessity for health care and treatment that at a minimum meet National Clinical Practice Guidelines (i.e. internally developed or other national criteria).
3. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services will be performed in strict compliance with the requirements and rules, regulations and governance contained in this Contract and Contractor shall be held responsible therefore.
4. The contractor shall be responsible for all pre-existing health care conditions of those inmates covered under this contract as of 12:00am on the first day of the contract implementation, per location. The contractor shall be responsible for all health care costs incurred for services provided after 12:00am on the first day of the contract without limitation as to the cause of an injury or illness requiring health care services.
5. In addition, the Contractor shall implement a written health care work plan with clear objectives; develop and implement policies and procedures; comply with all state licensure requirements and standards regarding delivery of health care; maintain full reporting and accountability to the Department; and maintain an open, collaborative relationship with the Department's Administration, Office of Health Services, Department staff, and the individual institutions.
6. The Contractor understands and agrees that the Department's institutions are first charged with the responsibility for maintaining custody and security for inmates. Therefore, the Department retains authority to assign inmates to the most appropriate institution. **The Contractor shall not dispute or refuse acceptance of any inmate assignment based on any medical, dental and/or mental health condition (s).**

7. The Contractor shall ensure that any person performing work under the Contract agrees to adhere to all Department procedures, policies, and codes of conduct, including procedures concerning fraternization and contact with inmates. The Contractor shall ensure compliance with all applicable statutes, promulgated rules, court orders, and administrative directives pertaining to the delivery of health care services. The Contractor shall employ health care professionals whose licenses or certifications are clear, active and without on-going discipline.
8. Access to and provision of comprehensive healthcare services will be in accordance with minimum constitutionally adequate levels of healthcare and in compliance with Department Policies and Procedures, court orders, Health Services' Bulletins (HSB's), Technical Instructions (TI's), Department Healthcare Standards, and Department Memoranda regardless of place of assignment or disciplinary status.

B. Health Care Services

Whenever possible, services will be provided on-site.

1. Reception and Health Screenings

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

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

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

- Past history of serious infectious or communicable illness, and any treatment or symptoms (e.g., chronic cough, hemoptysis, lethargy, weakness, weight loss, loss of appetite, fever, night sweats that are suggestive of illness), and medications
- Current illness and health problems, include communicable diseases
- Dental problems
- Use of alcohol or drugs, including type(s) of drugs used, mode of use, amounts used, frequency used, date or last time of use, and history of any problems that may have occurred after ceasing use.
- Gynecological problems (female only)
- Past pregnancies or current pregnancy (female only)
- Previous screening, tests (including TB Screening/testing and lab tests), immunization history and labs, and other diagnostics, procedures, e.g. chest X-Ray that would normally be performed on all inmates upon their arrival, transfer and/or release, in accordance with Department procedure.

Documentation of observation of the following:

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

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

Documentation of medical disposition of the inmate:

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

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

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

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

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

## 2. Service Lists Upon Transfer between Institutions

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

## 3. Infirmery Care

The Department operates institutional infirmaries. The infirmaries shall be under the supervision of a registered nurse twenty-four (24) hours a day. These units are not hospital units and cannot substitute for hospitals, but will meet ACA and/or NCCHC

standards. The Contractor is expected to manage these units and ensure that infirmary care is available for all inmates. The Contractor is responsible for maintaining all infirmary equipment that will ensure the healthcare delivery to the inmates. The Contractor will work with the Department to arrange transfers among the secure care institutions when that will improve inpatient unit utilization. In general, infirmaries shall provide convalescent care, skilled nursing care, pre- and post-surgical management, and limited acute care. When existing infirmaries cannot provide necessary care (whether because of program characteristics, bed availability, or other reason) but outpatient care is not appropriate, the Contractor shall comply with established policy.

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

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

- Progress notes from physician, nursing, and other staff reflecting ongoing care and progress.
- Discharge planning initiated as soon as possible after admission.
- Discharge summaries including general patient education and care provided, completed within 48 hours of discharge.

4. Health Appraisals and Assessments

The Contractor's clinician shall:

- complete a health appraisal within 72 hours after the inmate's arrival at reception;
- review the initial intake screening;
- complete a history and physical examination which must include:
  - Collection of data to complete medical, dental, immunization, and appropriate psychiatric histories
  - Record of height, weight, pulse, blood pressure (BP), and temperature
  - Vision and hearing screening
  - Complete medical examination with evaluation of basic mental health status and dental health status, referral if needed, and /or treatment when indicated.
  - History of alcohol and /or substance abuse.
- test for communicable diseases, including appropriate laboratory and diagnostic tests (STD's and TB skin testing as appropriate); the Contractor's physician must test for HIV (HIV testing is offered at reception and upon transfer, but is optional until the required pre-release test);
- initiate and prescribe treatment, therapy, and/or referrals when appropriate;
- perform other tests and examinations as required and indicated, including physicals for work release inmates and food handlers when necessary, and
- Mental health status and history.

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

A review of the initial health appraisal process shall be required each month from each institution through one or more of the following processes: Contractor's reports to the Department, the Department's Contract Monitoring staff review, and/or EHR data collection.

- The findings of the preliminary screening and evaluation will be documented in the inmates' health records. Additionally, transferred inmates initial screening forms will be reviewed and verified for their accuracy by qualified health care staff.
- Health care professionals shall refer inmates exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.
- The preliminary health evaluation will include a review of the respective transferee's medical record from the transferring reception center, including:
  - Inquiry into:
    - Current illness
    - Communicable diseases
    - Alcohol and chemical abuse history

- Medications currently being taken and special health care requirements
- Dental health status
- Chronic health problems
- Immunizations
- Dietary requirements
- Suicide risk
- Observation of:
  - Loss of consciousness
  - Mental status (including suicidal ideation)
  - Odd conduct, tremors, or sweating
  - Condition of skin and body orifices including signs of trauma, bruises, lesion, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.
- Explanation of procedures necessary for inmates to access medical, mental health and dental services.
- Inmates will be classified into one of the following categories:
  - Immediate emergency treatment needed
  - Assignment to infirmary
  - Referral to an appropriate health service
  - Assignment to the general population

5. Daily Processing of Inmate Sick Call Request

The Department utilizes a written “Inmate Sick Call Request Form” to permit inmates to request health care services. These forms are collected and reviewed daily by nursing staff. Most Inmate Sick Call request forms require a face-to-face meeting with health services staff, which must occur within one working day. After this review, inmates are “triaged” to various health care professionals and/or provided with a written response appropriate to the described need and the existing health record information.

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

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

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

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

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

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

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

#### 6. Chronic Care Management

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

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

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

#### 7. Medication Administration

The Contractor is responsible for prescribing and administering medications in accordance with ordered or recommended dosage schedules, to document such provision, and to ensure that all dispensed medications are properly stored and all related duties are performed by properly licensed personnel. The Contractor shall manage the dispensed and stock supply medications to be in compliance with all applicable state and federal regulations regarding prescribing, dispensing, distributing, and administering pharmaceuticals.

#### 8. EKG Services

EKG services must be available at the institutions at all times. EKG services will have the following characteristics:

- A printed EKG will be available immediately and placed on the chart.

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

9. Laboratory Services

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

10. Optometry and Ophthalmology Services

Optometry and ophthalmology services should be provided on-site wherever possible. Any exception to these requirements must be approved in advance by the Department. All optometric and optical services, including the cost of lenses, frames, and cases, will be the responsibility of the Contractor. All optometry services are the Contractor's responsibility.

11. X-Ray Services

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

12. Radiotherapy Services

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

13. Inpatient Hospital Services

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

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

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

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

Currently, the Department has an established fee schedule for services provided by RMC Hospital/Institution to inmates housed at private prisons. The Contractor shall be entitled to reimbursement for services provided to private prisons in accordance with this fee schedule. The fee schedule will be reviewed at least annually, but not more than semi-annually, by the Department and the Contractor. All fees shall be approved by the Department.

The comprehensive health care contractor for the nine institutions in South Florida (the areas previously referred to as Region IV) will not be required to transfer patients to RMC Hospital/Institution for services; however, the Contractors may use the services provided if cost reductions can be achieved.

The reimbursement for using RMC Hospital will be based on an all-inclusive Daily Inpatient Rate established by the Department. The rate will be invoiced per twenty-four (24) hours or any part thereof over twelve (12) hours. Inmate services provided for less than twelve (12) hours will be charged at one-half (1/2) the Daily Inpatient Rate. The reimbursement for using outpatient services at RMC will be based on the reimbursement rate between the Contractor and the vendor providing the services.

In order to ensure equal access to RMC services for all contractors, the Department shall approve, pre-authorize, and retain final authority for all movement/transfers, except for emergency hospital admissions.

#### 14. Specialty Care

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

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

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

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

- Oral surgery
- OB/GYN Services
- Gastroenterology
- Surgical services
- Orthopedic services
- Physiotherapy services
- ENT
- Podiatry
- Dermatology
- Urology
- Neurology
- Internal medicine
- Audiology
- Neurosurgery/Neurology
- Oncology
- Nephrology
- Endocrinology
- Infectious disease treatment
- Ophthalmology
- Respiratory therapy
- Cardiology
- Physical therapy
- Orthotics

15. Emergency Medical Services

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

16. Ambulance services

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

17. Dialysis Services

The Contractor shall identify and provide all on-site and off-site peritoneal and/or hemodialysis services, supplies, equipment, and other related expenses. The Contractor

shall provide a Board Certified Nephrologist to supervise all dialysis services. The Contractor is responsible for developing a renal dialysis Quality Improvement and Infection Control Program to include accountability of sharps and waste.

18. Specialty Care for Impaired, Pregnant and/or Elderly Inmates

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

19. Off-Site Transportation

To keep security staff overtime to a minimum for health care related transports, the Contractor is required to establish off-site services as conveniently located to the institutions as possible. Some off-site specialty visits are unavoidable and not controllable by the Contractor. Except for radiotherapy services, the Contractor shall be required to pay the sum of \$250.00 per inmate per round trip over 50 miles on the officer's mileage log for every trip made. Mileage shall be calculated door-to-door from institution to the appointment site and back to the institution, taking the most direct route. Inmate transfers/movements and/or referrals between institutions for security and/or health related needs directed by the Department are not applicable to this issue.

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

When inmates experiencing emergent or urgent health problems are brought to the attention of institution personnel, health care personnel must be prepared to address them immediately. This response may consist of permitting the patient to report or be escorted to the health services unit/infirmery for evaluation, or sending health services personnel to the patient's location. The Contractor must plan in advance for the management of emergency services, and must maintain an "open" system capable of responding to emergency circumstances as they occur.

Contract employees shall not provide personal transportation services to inmates.

20. Infection Control Program

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

documentation of Hepatitis B immunizations, and annual TB screening and skin test clearance.

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

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

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

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

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

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

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

22. Sexual Assault

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

## 23. Utilization Management (UM) Services

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

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

- Monthly UM reports by institution, identifying the inmate number, name, diagnosis, **requested service (referral, on-site service, off formulary medication, etc)**, approval or alternative action, and reason.
- Monthly report of alternative actions, by institution with full copies of all associated review materials. A written summary of the information discussed in the phone conversation shall be included with the material describing the individual case.
- The Department's Office of Health Services timely reviews alternative actions and discusses resultant concerns with the Contractor's medical director. If an agreement cannot be reached, the Department's Office of Health Services' opinion shall prevail.

## 24. Telehealth Services

The Contractor has agreed to provide a Telehealth solution as a value-added service under this contract. The Contractor shall incur all costs associated with the implementation of Telehealth. The Department must approve all sites and services to be provided via Telehealth.

The Contractor will be responsible for the cost of acquiring and maintaining 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 meet the following minimum requirements, and shall be approved by the Department's Office of Information Technology (OIT):

Platform/Network –

- Browser IE7
- Useable at 1024x768 resolution
- Runs on a 64-bit platform Windows 2003 server & above
- Application runs on Microsoft SQL 2008 or 2005 environment and above
- PC shall have a minimum of MS XP Pro, 512 MB 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 Florida Statute 119.071(5)(a)5, social security numbers are confidential information and therefore exempt from public record or disclosure.

## 25. Nursing Services

Nurses must perform the following functions:

- Respond to inmate patients medical needs
- Practice within scope of educational preparation and licensure
- Restore and maintain the health of inmates with compassion, concern, and professionalism
- Collaborate with other healthcare team members, correctional staff, and community colleagues to meet the needs of the inmates, which include physical, psychosocial and spiritual aspects of care
- Provide education for disease prevention and health promotion
- Maintain responsibility for monitoring and evaluating nursing practice for continuous quality improvement
- Deliver care to all inmates with compassion, empathy, commitment, competency, dedication, and a positive attitude
- Negotiate, problem solve, listen and communicate effectively
- Good assessment, organizational, critical decision making and thinking skills
- Conduct an appropriate and timely assessment
- Collect comprehensive data pertinent to the inmate's health and condition or situation
- Analyze the assessment data to determine the diagnoses or issues or need for referral to appropriate discipline
- Identify expected outcomes for a plan individualized to the inmate or situation
- Develop a plan that prescribes strategies and alternatives to attain expected outcome
- Implements identified plan
- Coordinates care delivery
- Employs strategies to promote health and a safe environment
- Evaluates progress towards attainment of outcomes
- Enhances the quality and effectiveness of nursing practice
- Attains knowledge and competency that reflects current nursing practice
- Integrates ethical provisions in all areas of practice

- Considers factors related to safety, effectiveness, cost, benefits, and impact on practice in the planning and delivery of nursing services
- Render or secure appropriate healthcare services
- Timely, accurate and complete documentation record(s)
- Comply with Department Policy Procedure, Health Services Bulletins, Court Orders, Technical Instructions, Manuals, Federal and State Law, ACA and/or NCCHC Standards

C. Dental Services

1. General Overview

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

A standardized program of routine, urgent and emergency dental services is to be available to all inmates. Emphasis shall be placed on preventative dental practices. All treatment will be rendered in accordance with Department of Corrections' rules, policies, procedures and Health Services Bulletins/Technical Instructions. Comprehensive dental services will be provided at a minimum constitutionally adequate level of care. This means all necessary dental care will be provided either routinely, urgently or emergently as dictated by the need to resolve the issue presenting itself. Dental treatment shall be provided according to the treatment plan, based upon established priorities that in the dentist's judgment are necessary for maintaining the inmate's health status.

- a. The Contractor shall be responsible for all on-site and/or off-site dental treatments and all other needed dental specialty care. All dental supplies, dental laboratory fees and all dental equipment repairs, to include equipment replacements, shall be the responsibility of the Contractor.
- b. Dental sick call shall be performed daily Monday through Friday when a dentist is present. For emergencies, dental sick call shall be performed on Saturdays, Sundays, and Holidays by the medical staff on duty. Inmates must be able to sign-up for sick call seven (7) days a week and the sick call sign-up form shall be triaged daily by healthcare staff.
- c. Inmates experiencing dental care emergencies may request and shall receive emergency care at any time, if indicated, twenty-four (24) hours a day seven (7) days a week.
- d. Designated institutional dental healthcare staff will be responsible for coordination with the institutional Health Services Administrator for purposes of coordination and provision of institutional healthcare. The institutional Health Services Administrator will be responsible to the institution's Warden for coordinating and ensuring the provision of all institutional health care. Questions or issues arising during the

course of daily activities that cannot be resolved at the institution will be referred to the Contract Manager and/or designee.

Dental medications will be administered/dispensed by the Contractor at the dental clinic or a prescription will be written for administration of the medication by health care staff. Prescriptions will be written for dispensing by the assigned pharmacy to be issued by health care staff.

Note: The DOC Pharmacy currently provides stock medication for dispensing by dentists (Ibuprofen/erythromycin/etc). DOC Pharmacy does not currently provide other dental medications (lidocaine injections, etc.).

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

2. Dental Examinations/Assessments

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

3. Priorities for Dental Treatment

- a. **Emergency Dental Treatment:** Emergency dental treatment will be available on a twenty four (24) hour basis through the on-duty dental staff during working hours. In the event a dentist is not available at a facility to treat a dental emergency, the emergency will be referred to the medical department in accordance with nationally accepted dental emergency protocols and dental emergency policies which must provide back-up dental coverage. There is to be no waiting list for dental emergencies. Dental emergencies generally include fractured jaw, excessive bleeding or hemorrhage, acute abscess, and/or other acute conditions.
- b. **Urgent Non-emergency Dental Treatment:** All Department of Corrections' dental clinics shall hold daily sick call (five (5) days a week Monday through Friday or when the dentist is present) to provide dental access to those inmate patients who cannot wait for a routine appointment and yet do not meet the criteria for emergency care. Inmates signing up for dental sick call must be evaluated, triaged and/or treated a within 72 hours.

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

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

If an inmate is in need of urgent non-emergency dental care and the necessary dental treatment cannot be completed that day, the inmate is to be treated palliatively and treatment rescheduled as soon as possible, but in no event longer than ten (10) working days.

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

Each inmate may submit a written request to obtain dental care. When a request is received, the inmate's name shall be placed on a list of individuals awaiting services on a first-come, first-served basis. However, those individuals without sufficient teeth for proper mastication of food, or those deemed by the dentist to be in urgent need of dental care, are to have a higher priority in the scheduling of appointments.

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

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

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

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

4. Levels of Dental Care

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

a. Level I

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

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

b. Level II

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

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

c. Level III

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

- 1) All Level I and Level II care;
- 2) Complete dental examination with full mouth radiographs, Periodontal Screening and Recording (PSR) and development of a dental treatment plan.
- 3) Prophylaxis with definitive debridement. Periodontal examination as indicated by the PSR, oral hygiene instructions with emphasis on preventive dentistry;

- 4) Complete denture(s) provided the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence;
- 5) After the inmate has received a complete prophylaxis with definitive debridement, he/she is eligible for restorative, amalgams, resins, glass ionomers, chairside post and cores;
- 6) Removable Prosthetics
  - a) Acrylic partial dentures provided the inmate has at least four (4) months of continuous Department-incarceration time remaining on his/her sentence; and
  - b) Relines and rebases (provided the inmate has enough continuous Department-incarceration time remaining to complete the procedure).
- 7) Anterior Endodontics (Canine - Canine), provided the tooth in question has adequate periodontal support and has a good prognosis of restorability and long-term retention;
- 8) Posterior Endodontics, which may be performed at either the local facility or by referral to an endodontist. The tooth should be crucial to arch integrity (no missing teeth in the quadrant or necessary as a partial denture abutment), have adequate periodontal support, and have a good prognosis of restorability and long-term retention; and
- 9) Basic non-surgical periodontal therapy, as necessary.

d. Level IV (Advanced Dental Services)

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

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

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

5. Dental Hygiene and Preventive Dentistry

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

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

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

6. Dentures/Prosthetics

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

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

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

7. Dental Radiology

- a. Dental radiographs are to be exposed in accordance with established policy. A full mouth series of radiographs are required to develop a dental treatment plan. A treatment plan series of radiographs and/or panorex are acceptable for a maximum five-year period of time. Bitewing radiographs are acceptable for a maximum two-year period of time. Dental radiographs are to be mounted dot out.
- b. Appropriate dental radiology operating and safety procedures must be utilized, including but not limited to:
  - 1) Use of a lead apron for all intraoral radiographs.
  - 2) All x-ray machine operators must be certified or undergoing radiology training in accordance with Department of Health (DOH) guidelines.

- c. Radiographs exposed for endodontic therapy (minimum of pre- and post-treatment) shall be mounted in sequence using the same mount.
  - d. The Contractor shall be responsible for all dental-specific hazardous waste disposal from radiological developers and lead foil backings from dental x-rays. Hazardous waste disposal by anyone other than the contractor shall be coordinated with the Warden at the respective institution.
  - e. The Contractor may supply dosimeter for dental staff at the Contractor's expense.
  - f. The Contractor will be responsible for having all dental x-ray machines inspected by the Department of Health (DOH), and for all costs associated with the inspection. The Contractor will ensure all x-ray machines are registered through the Department of Health (DOH) and a registration certificate is posted near each dental x-ray machine.
8. Dental Laboratory Services

For dental laboratory services provided under this Contract, the Contractor may use the PRIDE Dental Lab or may utilize a dental lab of their choice.

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

PRIDE Dental Laboratory  
Union Correctional Institution  
7819 Northwest 228<sup>th</sup> Street  
Raiford, Florida 32026

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

- b. The Contractor should call the PRIDE Dental Laboratory Supervisor if there is a question as to whether or not the laboratory can perform the required procedure.
- c. The Contractor shall be responsible for all costs related to shipping items to and from the dental laboratory. All dental prosthetic cases must be disinfected prior to shipping and marked "Sensitive Item".
- d. PRIDE Dental Laboratory may also provide limited fixed prosthetic services.

D. Mental Health/Behavioral Health

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

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

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

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

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

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

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

A description of the inmate health classification system and levels of care is in HSB 15.03.13.

#### 1. Intake Mental Health Screening at Reception Centers

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

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

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

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

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

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

2. Inmate Orientation to Mental Health Services

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

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

3. Health Record Review and Assessment for Continuing Care at Permanent Institutions

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

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

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

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

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

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

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

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

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

#### 4. Consent to Mental Health Evaluation and Treatment

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

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

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

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

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

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

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

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

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

#### 5. Refusal of Mental Health Services

All inmates presenting for mental health services will be informed of their right to refuse such services, unless services are to be delivered pursuant to a court order. When an

inmate refuses mental health care services, such refusal will be documented in the inmate health record. Refusals of mental health evaluation/treatment will be documented on Form DC4-711A *Refusal of Healthcare Services Affidavit*. If the inmate refuses to sign Form DC4-711A, the form will be completed and signed by the provider and another staff member who witnessed the refusal.

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

6. Confidentiality

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

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

7. Individualized Service Plan

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

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

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

8. Confinement Assessment

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

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

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

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

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

9. Psychotropic Medication Management

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

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

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

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

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

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

10. Crisis Intervention and Suicide Prevention

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

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

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

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

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

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

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

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

#### 11. Restraint Usage

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

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

When psychiatric restraints or seclusion are ordered, there shall be documentation that less restrictive alternatives were considered and the clinical rationale for the use of restraints shall be recorded in the inpatient record. Physician's orders shall document the maximum duration of the order for restraint, the clinical rationale for restraint, and the behavioral criteria for release from restraints.

#### 12. Aftercare Planning for Mentally Retarded and Mentally Disordered Inmates

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

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

13. Psychological Evaluations and Referrals

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

14. Clinical Review and Supervision

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

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

15. Psychology Doctoral Internship and Post-Doctoral Fellowship Programs

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 1<sup>st</sup> and ends on June 30<sup>th</sup> of the succeeding year. The Florida Department of Corrections funds four (4) interns per year. Interns work at several facilities during the year and are supervised by at least three different Florida licensed psychologists.

The Department will have a Psychology Post-Doctoral Fellowship program starting in 2012, with the goal of obtaining accreditation by the American Psychological Association. The mission of the Fellowship will be to prepare the Psychology Residents for the advanced practice of professional psychology, with an emphasis in correctional psychology. The Fellowship program will consist of two (2) Psychology Residents and a Training Director, who will also serve as the Internship Training Director, and a data entry operator, who will also support the internship program.

The Contractor shall fund and incorporate the internship/fellowship training director, interns, psychology residents, and data entry operator into the mental health service delivery system in order to satisfy the internship and fellowship requirements.

16. Child and Adolescent Psychologist

The Contractor will ensure a Florida Licensed Psychologist with formal training and credentials in child and adolescent psychology and approved by the Department is

assigned on a full time basis to one institution designated by the Department to house youthful offenders.

Note: The Department will allow certain mental health care services to be provided via Telehealth, under the conditions outlined in Section II., B., 24.

E. Nutrition and Health Diets

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

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

F. Quality Management/Quality Assurance

The Contractor shall participate in quality assurance activities at the institutional and central office levels, in accordance with HSB 15.09.01, Clinical Quality Management. These activities include participation on statewide quality management committees that monitor the health services provided, including the performance of institution level quality assurance committees.

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

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

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

1. Quality Management Activities

- a. The health services Contractor shall conduct monthly health care review meetings at each Department institution. The health services contractor must maintain minutes of the meetings and submit them to the institution Warden and the Department's Office of Health Services.

- b. **Infection Control Workgroup:** The Infection Control Workgroup shall monitor surveillance on communicable diseases of concern (see above), the occurrence and control of nosocomial infections, sterilization, and sanitation practices in the health care unit, control of any unexpected communicable diseases within the institution, and other infection-related issues that may arise. The Infection Control Committee shall meet at least quarterly.
- c. **Peer Review Workgroup:** At each institution, the Contractor shall develop a Peer Review Workgroup (PRW). The PRW shall be a subgroup of the Quality Assurance Workgroup and shall insure that all professionals have their work reviewed in accordance with HSB 15.09.06, Clinical Peer Review. Findings shall be reported to and reviewed by the Quality Assurance Workgroups.
- d. **Credentialing and Continuing Education and Certifications:** The Contractor must verify credentials and current licensure of all licensed healthcare professionals. Copies of licensure and certifications of the healthcare personnel must be provided to the Department's Contract Manager. If licensure or certification is dependent upon continuing education, the Contractor is responsible to assure conformity with such requirements. In addition, accrediting agencies require that such credentials and licensure be maintained in the institution where the individual professional is performing service.

G. Medical Disaster Plan

The Contractor will implement the Department's disaster plan for the delivery of health services in the event of a disaster, such as an epidemic, riot, strike, fire, tornado, or other acts of God (contract may be amended to include authorized additional costs). The plan shall be in accordance with Health Services Bulletin 15.03.06, Medical Emergency Plans, and Procedure 602.009, Emergency Preparedness, and shall be updated annually. The health care disaster plan must include the following:

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

H. Physician Provider Base

The Contractor must have an established provider healthcare base. Contractor shall make available a comprehensive provider healthcare base network having sufficient numbers and types of contracted providers, hospitals, other health care professionals as necessary based on industry standards in Regions I, II and III. The system shall allow inmate access to local, regional and/or national healthcare networks as necessary. Healthcare networks shall be of

sufficient size with numbers and types of providers to satisfactorily serve the inmate population.

I. Periodic Health Screening

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

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

Those recommendations and benefits are as followings:

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

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

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

J. Employee Health

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

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

K. Health Education

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

1. **Healthcare staff education** must include routine in-service education for:
  - a. First aid training, cardio pulmonary resuscitation (CPR) certification training
  - b. AED Training for selected staff
  - c. Sprains

- d. Psychotic behavior
- e. Casts
- f. Seizures
- g. Minor burns
- h. Dependency on drugs
- i. Health seminar
- j. Lifts and carries
- k. Suicide Prevention and Emergency Response Training
- l. Mandatory annual in-service training on communicable diseases
- m. Universal Precautions
- n. Mandatory Departmental in services as determined by the Office of Staff Development, in compliance with ACA and/or NCCHC standards.

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

2. **Inmate education** must include topics such as:

- a. Access to health care
- b. Communicable disease
  - HIV
  - Hepatitis A, B, C
  - Gastroenteritis
  - Syphilis
  - Chlamydia
  - Gonorrhea
  - Human papilloma virus
  - Herpes
  - Methicillin resistant staphylococcus aureus
  - Tuberculosis
- c. Care of minor skin wounds
- d. Diabetes
- e. Personal / oral hygiene
- f. Exercise
- g. Heart disease
- h. Hypertension
- i. Infection control for kitchen workers
- j. Smoking and smoking cessation.
- k. Stress management.
- l. Universal Precautions
- m. Co-payment for health services
- n. How to obtain over-the-counter and prescribed medications
- o. Right to refuse medication and treatment
- p. Advance directives

L. Administration

1. Administrative Services

The Contractor must provide for the clinical and managerial administration of the health care program and attend institutional and administrative meetings. As part of

administrative services, the Contractor shall manage and/or support all programmatic areas with the health care unit. These services shall include, but not be limited to:

- a. The Contractor's staff shall comply with policies, procedures, and protocols for the medical unit and staff that are approved by the Department.
- b. The Contractor will be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Warden or designee.
- c. The Contractor must ensure that the health care status of inmates admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
- d. The Contractor must ensure that its staff documents all health care contacts in the medical record.
- e. The Contractor must provide a staffing plan that identifies all personnel required to perform the services and/or responsibilities under the Contract. All staffing plans shall be approved by the Department's Office of Health Services.
- f. The majority of outside services should be provided within a forty-five (45)-mile radius of each of the Department's secured institutions.
- g. The Contractor will be responsible for the cost of disposal of all bio-hazardous, hazardous and/or other EPA regulated waste produced in the care, diagnosis, and treatment of the inmate.
- h. The Contractor will be responsible for all long distance phone charges.

2. Administrative Functions

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

- a. Attendance at monthly contract overview meetings;
- b. Attendance at institution monthly/weekly Wardens meetings;
- c. Attendance at regional meetings scheduled by the Regional Director;
- d. Attendance at statewide meetings scheduled by the Department;
- e. Reporting in compliance with statutes, rules, policies and procedures, court orders, health services bulletins, court orders, and other contractual requirements set forth by the Department. (risk management/incident reporting; infection control, quality management; HIPAA reports, etc.);
- f. Attendance by Designated Office of Health Services staff and/or Health Services Administrator for each institution at all Regional Directors meetings;
- g. Participation in statewide Quarterly Pharmaceutical and Therapeutic, and Quality Management meetings.
- h. Provide administrative support for tracking inmate co-payments in the Department's Offender Based Information System (OBIS) or through an Electronic Health Record (see Section II., M.,16.);
- i. Responding to inmate health care requests and grievances;
- j. Tracking and responding to inquiries from family members and officials making inquiry about health care issues on behalf of inmates. This includes referrals from the Department, the Executive Office of the Governor, and other elected officials.
- k. Tracking and providing information in response to public records requests
- l. Tracking and providing information in response to requests from the Office of Attorney General, DOH, AHCA, and CMA.

M. Computer and Information Systems

1. Corporate Access to the Departments Network

Any access to the Departments network from an outside non-law enforcement entity must be done via a LAN to LAN Virtual Private Network (VPN). This service is provided by the Florida Department of Management Services. Once the corporate entity has made the request thru DMS, the Department will require a copy of their security policies and a network diagram. After review by the Departments network staff, Information Security staff, the Chief Information Officer will make the final decision on granting access.

2. LAN to LAN Connections

Authorized LAN to LAN connections must utilize IPSec security with either Triple DES or AES and be provided and managed (including software provision and configuration, and connection support) by a Department-approved VPN service provider. Outside entities requesting or using these connections are financially responsible for all required or related equipment and must adhere to all VPN service provider policies and procedures as well as Department procedures. The VPN service provider will coordinate with the outside entity in determining whether to use outside entity equipment to terminate that end of the VPN connection or provide the necessary equipment.

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

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

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

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

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

3. Outside Entity Obligations

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

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

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

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

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

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

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

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

#### 4. Contractor's Network

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

The Department's PCs and printers currently being used by Health Services staff, which are the property of the Department, are available for use by the Contractor. The use of Department equipment is the Contractor's choice. If the Contractor decides to use the

equipment then the Contractor assumes responsibility for the equipment and the equipment will be treated like other Contractor equipment. The Contractor's responsibility for the equipment includes, but is not limited to, configuration, maintenance, support, upgrade, replacement and other requirements specified within this Contract. The equipment will not reside on the Department's network. The equipment (or its replacement) shall remain the property of the Department upon expiration or termination of the contract. Other references in this Contract with regard to the ownership, use, transfer and end of contract and related subjects, for equipment and property other than PCs and printers still apply.

5. Transmitting Health Information via E-mail

The Department does not currently have an e-mail encryption solution for the use of Health Services to accommodate confidential email transmission in accordance with applicable state and federal law. In conducting its mission the Department is required to communicate with parties outside of its internal email and information systems. These communications include electronic protected health information (ePHI) or other confidential information governed by any of the Health Insurance Portability and Accountability Act (HIPAA), The Health Information Technology for Economic and Clinical Health (HITECH) Act or the Florida Administrative Code, Rule Chapter 71-A. These and other regulations require that electronic transmission of ePHI or confidential information be encrypted.

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

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

6. Contractor Data Availability

- a. 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.
- b. The Contractor and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information.
  - 1) No disclosure or destruction of any Department data can occur without prior express consent from the Contract Manager.
  - 2) The Contractor shall timely return any and/or all Department information in a format deemed acceptable by the Department when the contractual relationship effectively terminates.

- 3) The Contractor shall provide certification of its destruction of all Departmental data in its possession in accordance with DoD 5220.22-M, "National Industrial Security Program Operating Manual" when the need for the contractor's custody of the data no longer exists.
- 4) The Contractor must maintain support for its services following an emergency that affects the facilities and systems it maintains. Following an emergency that affects the Contractor's facilities or production systems, the Contractor must provide access and use of a backup system with the same functionality and data as its operational system within twenty-four (24) hours. The Contractor must also guarantee the availability of data in its custody to the Department within twenty-four (24) hours following an emergency that may occur within the Contractor's facilities or systems. Following an emergency that affects the Department's facilities or systems, the Contractor must continue to provide access and use of its production systems once the Department has recovered or re-located its service delivery operations.
- 5) The introduction of wireless devices at facilities is subject to prior review and approval by the Contract Manager. The Contractor is responsible for notifying the Department before introducing wireless devices into facilities.

7. Information Security Auditing and Accountability

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

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

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

9. Events

The following events shall be logged:

- a. Successful and unsuccessful system log-on attempts.

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

10. Content

The following content shall be included with every audited event:

- a. Date and time of the event.
- b. The component of the information system (e.g., software component, hardware component) where the event occurred.
- c. Type of event
- d. User/subject identity.
- e. Outcome (success or failure) of the event.

11. Response to Audit Processing Failures

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

12. Time Stamps

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

13. Protection of Audit Information

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

14. Audit Record Retention

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

15. Compliance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Controlled access procedures for physical access to the data center;
- b. Controlled access procedures for electronic connections to the contractor's network;
- c. A process designed to control and monitor outside agencies access to the contractor's information network;
- d. A Firewalling device;
- e. Server based antivirus/malware software;
- f. Client based antivirus/malware software;
- g. Use of unique userIDs with expiring passwords;
- h. A process that involves collection of userID activities and regular review of these activities for unauthorized access;
- i. A process that ensures up to date software patches are applied to all information resources

The contractor shall maintain an Information Security Awareness program. This program will be designed to keep users knowledgeable on information security best practices.

#### 16. Electronic Health Record (EHR)

The Department will seek a separate Legislative appropriation to implement a statewide electronic health record in compliance with the Federal Health Care Reform Act. For purposes of this Contract, the Contractor must use paper health records and the existing CARP and OBIS systems as appropriate to record health care encounters, workload and utilization data.

If the Department receives an appropriation for a statewide electronic health record, the Contractor will be responsible for assisting the Department with documentation, testing and implementation of the new system and the related conversion/integration from/with OBIS.

The Contractor will be responsible for covering the cost of all user licenses for Contractor's staff related to EHR.

The Department will make all final decisions regarding compliance requirements for the federal Health Care Reform Act and all other applicable state or federal requirements.

#### N. Health Records

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

NCCHC standards. The record must accompany the inmate at all health encounters and will be forwarded to the appropriate institution in the event the inmate is transferred. All procedures (including HIPAA and the HITECH Act) concerning confidentiality must be followed.

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with all HIPAA requirements.

Length of Retention Period

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

O. 340b Specialty Care Program

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

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

P. Coordination of Services with Other Jurisdictions and Entities

1. Interstate Compact Inmates

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

2. County Jail Work Programs

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

3. Federal Inmates

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

4. Private Correctional Facilities

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

Q. Discharge Planning

When an inmate with a serious medical and/or mental illness is released from a Department institution, his medical and mental health conditions must be identified during the pre-release stage to identify community resources to meet the inmate's needs. Planning should

include at a minimum, continuing medication with a thirty (30)-day supply, which should be provided at release unless contraindicated clinically or earlier appointments with outside providers have been scheduled, for follow up care.

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

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

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

Mental Health Re-Entry (Aftercare) Program - The Department manages the Mental Health Re-Entry (Aftercare) Program, which is a collaborative effort between the Department of Children and Families and the Department of Corrections. The result is an intake appointment at a Community Mental Health Center for every inmate that consents to receive outpatient psychiatric care at the time of their release. The program helps maximize the successful re-entry of inmates returning to their communities.

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

R. Accreditation

The Contractor shall be responsible for healthcare Accreditation costs.

S. Rules and Regulations

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

the Department shall work cooperatively to ensure service delivery in complete compliance with all such requirements.

2. The Contractor shall ensure that all Contractors' staff providing services under this Contract complies with prevailing ethical and professional standards, and the rules, procedures and regulations mentioned above.
3. The Contractor shall ensure Contractor's staff is familiar with and capable of obtaining and making use of all applicable Department Policies and Procedures, Technical Instructions (TI's), and Health Service Bulletins (HSB's). The Contractor will be provided access to the aforementioned documents through the Warden, or designee, at the corresponding Correctional Institution.
4. The Contractor shall fully comply with the requirements of Section 466.0285, Florida Statutes, particularly the requirements in Section 466.0285(1), Florida Statutes, that "no person other than a dentist licensed pursuant to Chapter 466, nor any entity other than a professional corporation or limited liability company composed of dentists may employ a dentist or dental hygienist in the operation of a dental office, may control the use of any dental equipment or material while such equipment or material is being used for the provision of dental services, whether those services are provided by a dentist, a dental hygienist, or a dental assistant, or may direct, control, or interfere with a dentist's clinical judgment."
5. Should any of the above laws, standards, rules or regulations, Department procedures, HSB's/TI's or directives change during the course of this procurement or resultant Contract term, the updated version will take precedence
6. The Contractor shall comply with all applicable continuing requirements as determined by the Department's Assistant Secretary for Health Services for reports to and from the Department, and the Healthcare Contract Monitoring Team.
7. Documentation of licensure and accreditation for all hospitals, clinics and other related health service providers to be utilized by the Contractor shall be made available to the Department upon request. All hospitals utilized by the Contractor for the care of inmates shall be fully licensed and preferably accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHCO). All hospitals utilized by the Contractor require prior written approval by the Department's Contract Manager, identified in Section IV., A., of this Contract.
8. The Contractor shall supply all equipment necessary to provide services outlined in this Contract. Contractor equipment may require connection to the Department's information network. Should the Contractor's equipment be required to connect to the Department's information network, all Federal, State and Department rules, regulations, and guidelines for data transfer shall apply.
9. The Department's data must be protected from all environmental threats. The Contractor's computing equipment installation will be protected by the timely, accurate, complete, and secure backup of data including the use of similarly secured offsite storage of all Department information and other controls that manage any risks from all conditions including but not limited to fire, water/humidity, temperature, contamination (unwanted foreign material, etc), wind, unauthorized entry or access, and theft.

The Contractor must maintain support for its services following an emergency that affects the facilities and systems it maintains or those maintained by Department. Following an emergency that affects the Contractor's facilities or production systems, the Contractor must provide access and use of a backup system with the same functionality and data as its operational system within twenty-four (24) hours. The Contractor must also guarantee the availability of data in its custody to the Department within twenty-four (24) hours following an emergency that may occur within the Contractor's facilities or systems. Following an emergency that affects the Department's facilities or systems, the Contractor must continue to provide access and use of its production systems once the Department has recovered or re-located its service delivery operations.

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

- a. Controlled access procedures for physical access to all computing equipment;
- b. Controlled access procedures for electronic connections to the Contractor's network;
- c. A process designed to control and monitor outside agencies access to the Contractor's information network;
- d. A Firewall device;
- e. Server based antivirus/malware software;
- f. Client based antivirus/malware software;
- g. Use of unique userIDs with expiring passwords;
- h. A process that involves collection of userID activities and regular review of these activities for unauthorized access;
- i. A process that ensures up to date software patches are applied to all information resources; and
- j. The Contractor shall maintain an Information Security Awareness program. This program will be designed to keep users of the system up to date on cyber security events capable of compromising the system and or network.

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

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

10. The Contractors 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: 206.007 User Security for Information Systems Office of Information Technology internal Remote Access and Virtual Private Network procedure; and the Contractor, its subcontractors, and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information.

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

T. Permits, Licenses, and Insurance Documentation

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

1. The face-sheet of the Contractor's current insurance policy showing sufficient coverage as indicated in Section VII., J.

2. Any applicable state and/or federal licenses related to services provided under this Contract, as applicable.

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

U. Communications

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

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

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

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

2. The Contractor shall respond to informal and formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.
3. A date/numbering system shall be utilized by the Contractor, for tracking of formal communication.
4. The only personnel authorized to use formal Contract communications are the Department's Senior Executive Management Staff, Office of Health Services Senior Management Staff, Contract Manager, Contract Administrator, and the Contractor's CEO or Contractor's Representative. Designees or other persons authorized to utilize formal Contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.
5. In addition to the personnel named under formal Contract communications, personnel authorized to use informal Contract communications include any other persons so designated in writing by the parties.
6. In addition to the contract communications noted in Section II., U., 1., in this Contract, if there is an urgent administrative problem, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her

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

V. Final Implementation Plan and Transition Date Schedule

1. Current Department of Corrections' employees who are affected by the health services privatization initiatives shall be given first preference for continued employment by the contractors. The Department shall make reasonable efforts to find a suitable job placement for employees who wish to remain state employees.
2. The Contractor shall provide regular reports to the Department, not less than weekly, on the status of such interviews and the transition in general. If the Contractor elects to not hire a displaced employee, the Contractor shall identify in the report the name of the employee and the reasons for the decision not to hire.
3. Within three (3) days after the Contract start date, the Contractor shall meet with the Department to finalize the implementation plan to ensure an orderly and efficient transition from Department to Contractor. During this transition period, the Contractor shall have access to all records, files and documents necessary for the provision of Comprehensive Healthcare Services, including but not limited to inmate records, maintenance records, and personnel files.
4. The Contractor will submit their Final Implementation Plan for approval within fifteen (15) days after contract execution date.
5. The Final Implementation Plan shall be designed to provide for seamless transition with minimal interruption of healthcare to inmates. Final transition at each institution shall be coordinated between the Contractor and the Department.
6. The Contractor shall commence provision of comprehensive healthcare services to the Department's inmates consistent with the approved Final Implementation Plan and Transition Date Schedule.
7. The Contractor shall assume full responsibility for comprehensive healthcare service delivery within 90 days of the contract execution date, or on a date agreed upon in writing between the Contractor and the Department.
8. Payment of services during the planning and transition period shall be made in accordance with Section III., A., Payment.

W. Service Locations and Service Times

1. Institutions/Facility Locations: The facilities to be included under this Contract include all currently operating institutions and allied facilities as indicated.
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. Such additions or deletions may be accomplished by letter and do not require a contract amendment. The Department and Contractor hereby acknowledge and agree that this provision does not apply to the addition of any of the following facilities:

- Everglades C.I.
- South Florida Reception Center
- Okeetchobee C.I.
- Homestead C.I.
- Martin C.I.
- Dade C.I.
- Hardee C.I.
- Charlotte C.I.
- Desoto Annex

3. Service Times: The Contractor shall ensure access to comprehensive healthcare services as required within Section II., Scope of Service, twenty-four (24) hours per day, seven (7) days a week.
4. The Contractor shall have an administrative office located within the State of Florida.

X. Administrative Requirements, Space, Equipment & Commodities

1. The Department shall not provide any administrative functions or office support for the Contractor (e.g., clerical assistance, office supplies, copiers, fax machines, and preparation of documents) except as indicated in this Contract.
2. Space and Fixtures: The Department will provide office space within each health services unit. The institution shall provide and maintain presently available and utilized health space, building fixtures and other items for the Contractor's use to ensure the efficient operation of the Contract. The institution shall also provide or arrange for waste disposal services, not including medical waste disposal which shall be the responsibility of the Contractor. The Department will maintain and repair the office space assigned to the Contractor, if necessary, including painting as needed, and will provide building utilities necessary for the performance of the Contract as determined necessary by the Department. The Contractor shall operate the space provided in an energy efficient manner.
3. Furniture and Non-Healthcare Equipment: The Department will allow the Contractor to utilize the Department's furniture, and non-healthcare equipment currently in place in each health services unit. A physical inventory list of all furniture and non-healthcare equipment currently existing at each institution will be taken by the Department and the current Contractor before the Institution's implementation date. All items identified on the inventory shall be available for use by the Contractor. Any equipment (i.e., copiers) currently under lease by the Department will be either removed or the lease assumed by the Contractor, if acceptable to the Contractor and if permitted by the leasing company. If the lease is either not assumable by or transferred to the Contractor, the Contractor is responsible for making its own leasing or purchasing arrangements. The Contractor shall be responsible for all costs associated with non-healthcare equipment utilized, including all telephone equipment, telephone lines and service (including all long distance service and dedicated lines for EKG's or lab reports), existing copy machines or

facsimile equipment, and is responsible for all costs, including installation, of any phone, fax or dedicated lines requested by the Contractor. The Department will not be responsible for maintaining any furniture and non-healthcare equipment identified on the Department's inventory, including repair and replacement (including installation) of Department-owned equipment. Any equipment damaged or otherwise found to be beyond economical repair after the Contract start date will be repaired or replaced by the Contractor and placed on the inventory list. All inventoried furniture and non-healthcare equipment identified on the inventory sheet shall remain the property of the Department upon expiration or termination of the contract. All furniture and non-healthcare equipment purchased by the Contractor, except inventory list replacements, shall remain the property of the contractor after expiration or termination of the Contract.

4. Existing Healthcare Equipment: A physical inventory list of all healthcare equipment owned by the Department and currently existing at each institution will be taken by the Department and the current Contractor before each institution's implementation date. All existing equipment shall be available for use by the Contractor. All inventoried equipment shall be properly maintained as needed by the Contractor and any equipment utilized by the Contractor that becomes non-functional during the life of the Contract shall be replaced by the Contractor and placed on the inventory list. All inventoried equipment shall remain the property of the Department upon expiration or termination of the Contract. "Healthcare Equipment" is defined as any item with a unit cost exceeding one thousand dollars (\$1,000). Any healthcare equipment damaged or otherwise found to be beyond economical repair after the Contract start date will be repaired or replaced by the Contractor and added to the inventory list. Within 30 days of implementation, the Contractor will advise the Department of any healthcare equipment that is surplus to their needs. In addition, within 30 days of implementation, the Contractor shall provide the Department with documentation of maintenance agreements for existing Department-owned equipment.
5. Additional Equipment: Any healthcare service equipment not available in the institutional health services unit upon the effective date of the Contract that the Contractor deems necessary to its provision of healthcare services under the terms of the Contract, will be the responsibility, and shall be provided at the expense of the Contractor. The Department will permit the Contractor, at the Contractor's expense, to install healthcare equipment in addition to the Department-owned items on the inventory list provided. Any additional equipment purchased by the Contractor shall be owned and maintained by the Contractor and shall be retained by the Contractor at Contract termination. Any additional equipment purchased, replaced or modified by the Contractor shall meet or exceed the Department's standards for functionality, sanitation and security as determined by the Department's Office of Health Services. To ensure compliance with all Security requirements, the Contractor shall obtain written authorization from the Contract Manager when repairing or replacing any non-Department owned healthcare service equipment.
6. The Contractor is responsible to have adequate computer hardware and software for staff to perform care, provide required reports and perform functions that equal those of the Department. All required computer equipment must be maintained by the Contractor to ensure compliance with the Department information technology standards.
7. If contracting to provide pharmaceutical services, the Contractor shall inventory all pharmaceuticals in each regional pharmacy and correctional institution, work camp, etc. The Contractor shall purchase the medication from the Department at the Department's

current cost and shall credit the Department by monthly invoice, not to exceed six (6) months, for the agreed upon reimbursement for the medications.

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

Y. Audits, Investigations and Legal Actions

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

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

Z. Security

1. The Department shall provide security for the Contractor's staff while in the state facilities. The level of security provided shall be consistent with and according to the same standards of security afforded to the DC personnel.
2. The Department shall provide security and security procedures to protect the contractor's equipment as well as DC medical equipment. DC security procedures shall provide direction for the reasonably safe security management for transportation of pharmaceuticals, medical supplies and equipment. The contractor shall ensure that the contractor's staff adheres to all policies and procedures regarding transportation, security, custody, and control of inmates.
3. The Department shall provide adequate security coverage for all occupied infirmaries. DC shall provide security posts for clinic areas as necessary and determined through the facilities security staffing analysis and in coordination with the Office of Health Services.
4. 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
5. The Department will provide the Contractor with access to all applicable Department rules and regulations. The Department will inform the Contractor of any regulatory or operational changes impacting the delivery of services to be provided pursuant to this Contract.
6. The Department will ensure that any inmate receiving treatment pursuant to this Contract is appropriately restrained, in accordance with the Department's procedures, at the time treatment is rendered and that such restraints shall not be removed during treatment unless the inmate's health or safety is immediately threatened or removal or repositioning of the restraints is needed to insure provision of clinically indicated treatment or diagnostic evaluation. Metallic restraints will be utilized unless the treatment or procedure dictates the use of non-metallic restraints. Correctional staff shall have sole discretion to determine whether restraints are to be removed or repositioned.

AA. Contractor's Staffing Requirements

1. Conduct and Safety Requirements

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

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

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

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- b. The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under this Contract.
- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. At no time shall the Contractor or Contractor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.
- g. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- h. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

## 2. Staff Levels and Qualifications

- a. The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is highly trained and qualified. Additionally, the contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, DC staff, and the community if required to support the Contract.

- b. Staffing Plans: All staffing plans must be approved by the Department. The contractor shall submit any proposed revisions to the initial staffing plan that was provided in their project proposal to the Department within 30 days of contract execution. The staffing plan is subject to change throughout the life of the Contract. 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 and request an updated staffing plan. The Department must approve any and all revisions to the staffing plan.
  - c. All contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.
3. Background/Criminal Record Checks
- a. The Contractors' staff assigned to this Contract and any other person performing services pursuant thereto, shall be subject, at the Department's discretion (with the exception of provisions set forth in Section II., BB., 2., of this Contract), to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, prior to contract execution, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI. **The Contractor shall bear all costs associated with background/criminal records checks.**

**Note: The Contractor shall comply with all provisions outlined in Procedure 208.054, Positions of Special Trust.**

- b. The Contractor shall ensure that the corresponding Warden or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the Contract. The Contractor shall not offer employment to any individual or assign any individual to work under the Contract, who has not had an NCIC/FCIC background check conducted.
- c. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or

correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.

- d. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.
  - e. No person who has been barred from any Department institution or other facility shall provide services under this Contract.
  - f. Department employees terminated at any time by the Department for cause may not be employed or provide services under this Contract.
  - g. The Contractor shall notify the Department, prior to employing any current or former employee of the Department to provide either full-time or part-time services pursuant to this Contract.
4. Utilization of E-Verify

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

5. Orientation and Training

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

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

services, shall be coordinated between the Contractor and designated Department staff.

- b. The Contractor will not be compensated by the Department for any costs incurred as a result of Contractor's staff attending orientation and training, including any wages paid.
- c. The new employee orientation will be provided by the Department before the Contractor's staff begins to provide services on-site. The Contractor shall coordinate with designated Department staff at each institution the administration and scheduling of the Contractor's staff new employee orientation.
- d. The Contractor shall, 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.
- e. 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.

6. TB Screening/Testing

The Contractor shall ensure that all Department and Contractor institutional staff, including subcontractors and other service providers, are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis Screening and Control Program. The Contractor shall provide the Department's Contract Manager, or designee, with proof of testing prior to the start of service delivery by the staff member and annually thereafter. Documentation shall be provided to the Department's Contract Manager upon request. The Contractor shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing.

7. Hepatitis Vaccination

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

BB. Offender Based Information System (OBIS)

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

1. OBIS Data Entry

The Contractor shall ensure information is available for input into the Department's existing information systems OBIS or Computer Assisted Reception Process (CARP) in

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

2. OBIS Use and Training

The Contractor will make available appropriate personnel for training in the Health Services' component of the Offender-Based Information System (OBIS-HS). This "Train-the Trainer" training, which will be provided by the Department at designated locations, will provide detailed instruction on the use of OBIS-HS for Medical, Mental Health and Dental data entry as required by the Department. The Contractor is responsible for payment of travel expenses for its employees associated with this training. The Contractor shall be responsible for maintaining adequate level of trained personnel to comply with the OBIS data entry requirements. Failure of the Contractor to provide sufficient personnel for training is not an acceptable reason for not maintaining OBIS information current and as noted earlier such failure shall be deemed breach of Contract. If there is any reason the Contractor is directed to access the Department's information network, each employee doing so must have undergone a successful level 2 background check as defined in Chapter 435, F.S.

3. OBIS Cost Reimbursements

All documentation shall comply with applicable Florida Statutes, relevant sections of Florida Administrative Code, pertinent Department Procedures, court orders, and Health Services' Bulletins/Technical Instructions. The Contractor shall utilize the Offender Based Information System (OBIS) and shall bear the costs for utilizing this system. Costs are based on transaction usage and/or Central Processing Unit (CPU) utilization.

CC. Reporting Requirements

1. **Format Profiles:** The Contractor shall provide a method to interface and submit data in a format required by the Department for uploading to the Offender Based Information System or other system as determined by the Department. The Contractor shall also provide a web-based method for reviewing the reports.
2. The Contractor shall provide the following reports electronically in the time frames specified with a hard copy to follow, mailed within five (5) business days of the report due date. All electronic reports shall be downloadable into an excel format, unless otherwise approved by the Department. After initial reporting for the first month or quarter of the contract, changes to the report format required by the Department shall be made by the Contractor. Reports shall be provided to the Contract Manager unless otherwise specified. All reports shall be developed in such a manner as to be understood by the Contract Manager or other Department management staff.
3. **Monthly Dental Reporting**
  - a. **Quarterly Credentialing Report** The Contractor shall provide a Quarterly Credentialing Report by each institution which includes a summary of any action

taken/conducted/granting of privileges or other credentialing issues at the institution involving an employee, to include outcomes and recommendations.

- b. The Contractor shall provide to the Director of Dental Services a Monthly Dental Provider Day Report by institution for all Dentists and Dental Hygienists providing dental treatment during that month.
- c. The Contractor shall provide to the Director of Dental Services a Monthly Waiting Time Report for each institution that documents the current waiting time from receipt of an inmate request until the treatment plan appointment (Initial Waiting Time) and the current waiting time between follow-up dental appointments for routine comprehensive dental treatment (Between Appointment Waiting Time).

4. **Monthly Communicable Disease Reporting**

- a. **Weekly Environmental Health and Safety Inspection Report:** The Contractor shall provide a Weekly Environmental Health and Safety Inspection Report (DC2-537) by each institution in accordance with Environmental Health and Safety Manual Chapter 3.
- b. **Weekly Wound Report:** The Contractor shall provide a Weekly Wound Report by each institution in accordance with Infection Control Manual.
- c. **Monthly Prevalence Walks Report:** The Contractor shall provide a Monthly Prevalence Walks Report by each institution which includes:
  - Prevalence Walk Blood Borne Pathogens and Post Exposure Prophylaxis Form-DC4-788A
  - Prevalence Walk--Biomedical Waste—DC4-788B
  - Prevalence Walk—Refrigerators—DC4-788C
  - Prevalence Walk—Needle Collection Procedures – DC4-788D
  - Prevalence Walk—Isolation—DC4-788E
  - Prevalence Walk—Fluid, Disinfectants, Antiseptics, and Medications – DC4-788F
  - Prevalence Walk—Under Sink Storage—DC4788G
  - Prevalence Walk—Environment—DC4-788H
  - Prevalence Walk—Ice Machines—DC4-788J
  - Prevalence Walk—Hand Washing Practices—DC4-788K
  - Prevalence Walk-Hand Sanitizer and Hand Lotion Inventory-DC4-788L
- d. **Monthly Communicable Disease Report:** The Contractor shall provide a Monthly Communicable Disease Report (“Infection Attack Rates”) by each institution which includes a summary of any identified communicable disease outbreaks, including surveillance data and actions to prevent future outbreaks.
- e. **Monthly EOS HIV Lab Test Report:** The Contractor shall provide a Monthly EOS HIV Lab Test Report by each institution which includes the number of EOS HIV lab tests completed the previous month.

- f. **Monthly Inmate TST Report:** The Contractor shall provide a Monthly TST Disease Report by each institution which includes a summary of TST testing of inmates in accordance with HSB 15.03.18.
- g. **Monthly Employee TST Report:** The Contractor shall provide a Monthly TST Disease Report by each institution which includes a summary of TST testing of employees in accordance with Procedure 401.015.
- h. **Monthly Antibiotic Resistant Organism Report:** The Contractor shall provide a Monthly Antibiotic Resistant Organism Report (DC4-546D) by each institution in accordance with Infection Control Manual.
- i. **Monthly Dialysis Infection Control Report:** The Contractor shall provide a Monthly Dialysis Infection Control Report for each institution that provides dialysis in accordance with Infection Control Manual.
- j. **Monthly Vaccine Report:** The Contractor shall provide a Monthly Vaccine Report (DC4-539F) in accordance with Infection Control Manual.

5. **Nursing Services Reporting**

- a. **Quarterly Mock Medical Code Blue Critique Report:** The Contractor shall provide a Quarterly Mock Med Code Blue Critique (DC4-677) in accordance with HSB 15.03.22.
- b. **Quarterly Medical Code 99 Emergency Work Sheet Report:** The Contractor shall provide a Quarterly Med Code 99 Emergency Work Sheet (DC4-679) in accordance with HSB 15.03.22.
- c. **Quarterly Impaired Inmate Meeting Report (including meeting):** The Contractor shall provide a Quarterly Impaired Inmate Meeting Report with minutes in accordance with HSB 15.03.25.
- d. **Annual Disaster Plan Drill Report:** The Contractor shall provide an Annual Disaster Plan Drill Report in accordance with HSB 15.03.06.
- e. **Annual Emergency Preparedness Roster:** The Contractor shall provide an Annual Emergency Preparedness Roster in accordance with HSB 15.03.06.

6. **Outbreak/Communicable Disease Reporting**

- a. **Summary of Infection Control Investigation Table V Report:** The Contractor shall provide an immediate Summary of Infection Control Investigation Table V Report (DC4-539) at the conclusion of an outbreak by each institution in accordance with Infection Control Manual.
- b. **Infectious Disease Outbreak Worksheet:** The Contractor shall provide a daily, updated Infectious Disease Outbreak Worksheet (DC4-544C) by each institution in accordance with Infection Control Manual.
- c. **Summary Tuberculosis INH Information Summary Report:** The Contractor shall provide Tuberculosis INH Health Information Summary Report (DC4-758) by each institution completed before end of sentence in accordance with HSB 15.03.18.

- d. **Summary HIV/Aids Health Information Summary Report:** The Contractor shall provide HIV/Aids Health Information Summary Report (DC4-682) by each institution completed before end of sentence in accordance with HSB 15.03.18.
- e. **Summary Bloodborne Pathogen Report:** The Contractor shall provide a Inmate Bloodborne Pathogen Report (DC4-798) by each institution in accordance with Bloodborne Pathogen Manual.

7. **Monthly Mental Health Reporting**

- a. **Aftercare Status Report:** The Contractor shall provide a monthly Aftercare report in accordance with HSB 15.05.21.
- b. **Mental Health Emergency and Admission/Discharge Reports:** The vendor shall provide OHS with monthly reports that include information about mental health emergencies, incidents of self-harm behavior, admissions/discharges from inpatient units, and admissions/discharges from infirmary care for inmates on Self-Harm Observation Status.
- c. **Outside Medical Care Report:** The vendor shall also provide OHS with a written mental health summary in a format designated by OHS for all inmates who engage in self-injurious behaviors that result in transportation to an outside medical facility.

8. **Monthly Administrative Reporting**

- a. **Monthly Staffing Report:** The Contractor shall provide a Monthly Staffing Report by each institution which includes, but not limited to, position title, staff member's name, position number, date of hire, full time, part time or temporary hours, start date, shift, vacant date and penalty date.
- b. **Monthly Personnel Action Report:** The Contractor shall provide a Monthly Personnel Action Report by each institution which includes a summary of any personnel actions, positive and/or negative, taken on an employee. In addition, the report shall include a summary of FCIC/NCIC/E-Verify conducted on employees during the month. The report shall not include protective data or any references that are in violation of federal and/or state law.
- c. **Monthly Medical Equipment Report:** The Contractor shall provide a Monthly Medical Equipment Report by each institution which includes a summary of any medical, dental and/or non-medical equipment.
- d. **Quarterly Inspection/Survey/Certification Report:** The Contractor shall provide a Quarterly Inspection/Survey/Certification Report by each institution which includes a summary of any inspections/surveys conducted at the institution directly or indirectly involving health services, to include outcomes and any corrective action plans.
- e. **Monthly Inmate Refusal Report:** The Contractor shall provide a Monthly Inmate Refusal Report by each institution which includes a summary of any inmate's refusal of healthcare. The report shall not include protective data or any references that are in violation of federal and/or state law.

- f. **Quarterly Cost Report:** The Contractor shall provide a quarterly a report of its operating costs to include, at a minimum, employee salaries and benefits, ancillary services, medication, and medical supplies used for each institution. These cost reports should be submitted in a format approved by the Contract Manager. Any changes made to this format by the Department during the term of the contract shall also be made by the Contractor.

**9. Utilization Reporting Requirements**

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

**10. Other Reporting Requirements**

- a. Quality Management Reports: The Contractor shall ensure all Clinical Quality Management Reports as further described in Quality Management series, including Mortality Review, Risk Management and Infectious Disease reporting, as applicable, are properly completed and submitted as directed in the respective Health Service Bulletins, to the Contract Manager and Quality Management section in Central Office-Office of Health Services.
- b. The Contractor shall comply with applicable continuing reporting requirements as determined by the Assistant Secretary of Health Services or designee for reports to and from the Department and the Healthcare Contract Monitor.

- c. The Contractor shall provide a quarterly report listing all contractor-employed credentialed providers to the Contract Manager. This report will include the provider name, health care license type and status, job title, privileges granted, credentialing status, date started at a Department facility and date no longer working at a Department facility if the contractor employee started or ceased providing services during the reporting period.
- d. The Contractor shall self-monitor compliance with the performance measures listed in Section II., EE., of this Contract and provide one quarterly report indicating the compliance rates for each institution. The report shall also note any steps taken to correct areas of service where the compliance rate falls below the threshold. This self-monitoring is in addition to any performance measure monitoring to be conducted by the Department. This self-monitoring report will be due to the contract manager no later than twenty-one days after the end of each quarter.
- e. AdHoc Reports: The Department reserves the right to require additional reports, adhoc reports, information pertaining to Contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates or other parties. The Contractor shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When time is of the essence, the Contractor shall make every effort to answer the request as soon as possible so that the Department can respond to the authority or party making the request.

DD. Contract Termination Requirements

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

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

EE. Contractor's Performance

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

The monitoring of comprehensive health service delivery will take place two (2) times a year. The audit will be performed by the Department's Office of Health Services.

1. **Performance Outcomes, Measures, and Standards**

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

a. **MEDICAL SERVICES**

1. **Access to Care**

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

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

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

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

**Reference:** Procedure 403.006, HSB 15.05.20 and HSB 15.03.22.

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

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

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

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

**Reference:** Procedures 403.008, 401.014, HSB 15.01.06

2. **Refusal of Health Care Services**

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

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

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

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

**Reference:** Procedure 401.002

3. **Reception, Transfers and Continuity of Care**

a) **All inmates receive an initial intake screening by a nurse.**

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

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

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

**Reference:** Procedure 401.014

b) **A proper medical health appraisal is provided to inmates upon reception**

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

**Measure:** Completed DC4-707

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

**Reference:** Procedure 401.014 and Health Services Bulletin 15.01.06

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

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

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

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

**Reference:** Procedure 401.014, HSB 15.01.06, HSB 15.03.13

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

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

**Measure:** Completed DC4-760A

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

**Reference:** Procedure 401.017, 401.014

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

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

**Measure:** Completed DC4-701

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

**Reference:** Procedure 401.014

- f) **Inmates have continuity of prescribed medication.**

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

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

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

**References:** Procedure 401.017

- g) **Medication Administration**

- i. **Outcome:** Inmates are administered medication as ordered by the Clinician

**Measure:** DC4-701A

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

**Reference:** Procedure 403.007 *Medication Administration and Refusals*

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

**Measure:** DC4-701A

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

**Reference:** Procedure 403.007 *Medication Administration and Refusals*

#### 4. **Pre-Release Planning**

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

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

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

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

**Reference:** Section 945.355, Florida Statutes

5. **Specialized Medical Care**

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

**Outcome:** Provide specialty consultation appointments.

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

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

**Reference:** HSB 15.09.04

- b) **Follow up care after Specialty Consultation**

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

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

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

**Reference:** HSB 15.09.04.

6. **Hunger Strikes**

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

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

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

**Reference:** Procedure 403.009

7. **Prescribed Therapeutic Diets**

**Outcome:** Therapeutic Diets are prescribed by a clinician.

**Measure:** Diet Prescription/ Order “DC4-728” signed by clinician.

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

**Reference:** Procedure 401.009

8. **Chronic Illness Clinics**

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

**Chronic illness clinics include, but are not limited to:**

<b>Immunity</b>	<b>Cardiac</b>
<b>Gastrointestinal</b>	<b>Endocrine</b>
<b>Neurology</b>	<b>Respiratory</b>
<b>Oncology</b>	<b>Miscellaneous</b>

- a) **Outcome:** Inmates will be assigned to the appropriate chronic illness clinic based on clinical need.  
**Measure:** DC4-701F  
**Standard:** Achievement of outcome ninety five percent (95%)  
**Reference:** HSB 15.03.05
  
- b) **Outcome:** Inmate in chronic illness is seen by the clinician in accordance with HSB and clinical need.  
**Measure:** DC4-701F  
**Standard:** Achievement of outcome ninety five percent (95%)  
**Reference:** HSB 15.03.05

**9. Lab testing and results**

- a) **Outcome:** All diagnostic tests are obtained as prescribed or clinically indicated.  
**Measure:** Documentation of orders on DC4-701, DC4-714B.  
**Standard:** Achievement of outcome must meet ninety five percent (95%)  
**Reference:** HSBs 15.03.04 and 15.05.20
  
- b) **Outcome:** Clinician reviews results of diagnostic test  
**Measure:** Results are initialed by a clinician indicating review  
**Standard:** Achievement of outcome must meet ninety five percent (95%)  
**Reference:** HSB 15.03.05; TI 15.03.39, HSB 15.05.20
  
- c) **Outcome:** Clinician orders and implements plan of care for abnormal diagnostics.  
**Measure:** Documentation of plan and implementation on the DC4-701.  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** HSB 15.03.05; TI 15.03.39 and HSB 15.03.24
  
- d) **Outcome:** Lab results and diagnostics are available to the clinician prior to appointment.  
**Measure:** Documentation that lab results were available in the health record, DC4-701.  
**Standard:** Achievement of outcome (100%)  
**Reference:** HSBs 15.03.24, 15.03.04

**10. OB/GYN Care**

- a) **Outcome:** Pregnant inmates are assigned a medical grade M-9.  
**Measure:** Documentation reflects medical grade M-9 on DC4-706, Health Profile Sheet.  
**Critical Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** TI 15.03.39

- b) **Outcome:** Pregnant inmates are seen by a licensed physician for obstetrical care.  
**Measure:** Completed DC4-701F in Health record  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** TI 15.03.39
- c) **Outcome:** All pregnant inmates will be offered HIV testing  
**Measure:** HIV test result or signed refusal DC4-711 A in the Health Record.  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** Section 384.31, Florida Statutes, Rule 64D-3.019 Florida Administrative Code, TI 15.03.39
- d) **Outcome:** All pregnant inmates will have a hepatitis B (HBsAg) test at the initial prenatal visit and at twenty eight (28) weeks to thirty two (32) weeks gestation.  
**Measure:** Hepatitis B test result or signed refusal DC4-711A in the Health Record.  
**Standard:** Achievement of outcome must meet one hundred percent (100%)  
**Reference:** Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39
- e) **Outcome:** All pregnant inmates will have a syphilis test at the initial prenatal visit and at twenty eight (28) weeks to thirty two (32) weeks gestation.  
**Measure:** Syphilis test result or signed refusal DC4-711A in the Health Record.  
**Standard:** Achievement of outcome must meet one hundred percent (100%)  
**Reference:** Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39
- f) **Outcome:** All pregnant inmates will receive counseling including a discussion concerning the risk to the infant and the availability of treatment for HIV, hepatitis B and syphilis prior to testing.  
**Measure:** Documentation that counseling, discussion or a signed refusal DC4-711A is in the Health Record  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** Section 384.31, Florida Statutes, Rule 64D-3.019, Florida Administrative Code, TI 15.03.39
- g) **Outcome:** Breast examination self-examination, and professional examination are in accordance with those of the United States Preventive Services Task Force (USPSTF).  
**Measure:** Complete documentation on DC4-686 in the Health Record.  
**Standard:** Achievement of outcome must meet one hundred percent (100%)  
**Reference:** HSB 15.03.24
- h) **Outcome:** Routine screening mammograms are performed in accordance with policy.  
**Measure:** Mammogram result or signed refusal is in the Health Record.  
**Standard:** Achievement of outcome must meet ninety five percent (95%).  
**Reference:** HSB 15.03.24

- i) **Outcome:** Mammography shall be performed on all inmates with suspicious breast masses or lumps.  
**Measure:** Mammogram result or signed refusal is in the Health Record.  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** HSB 15.03.24
- j) **Outcome:** Complete routine Pap smear per policy.  
**Measure:** Completed DC4-686 or signed refusal in the Health Record.  
**Standard:** Achievement of outcome must meet ninety five percent (95%).  
**Reference:** HSB 15.03.04

11. Sick Call hours/Access to care

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

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

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

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

**Reference:** Procedure 403.006

- b) **Sick Call Request process**

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

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

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

**Reference:** Procedure 403.006

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

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

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

**Reference:** Procedure 403.006

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

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

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

**Reference:** Procedure 403.006

- c) **Sick Call Referral process**

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

**Measure:** Documentation on DC4-701 by clinician for sick call complaint.  
**Standard:** Achievement of outcome must meet one hundred percent (100%)  
**Reference:** Procedure 403.006

## 12. Specialty Care

### a) Wound prevention and care

**Outcome:** Prevention of and care for inmate's wounds in accordance with the Wound Program in the Infection Control Manual Chapter XXII.  
**Measure:** Complete documentation DC4-683W, DC4-804, DC4-803, DC4-805, DC4-701A  
**Standard:** Achievement of outcome must meet ninety five percent (95%).  
**Reference:** Infection Control Manual Chapter XXII

### b) Palliative Care

**Outcome:** Provide palliative care for inmates when clinically indicated.  
**Measure:** Palliative Care provided as outlined in 15.02.17  
**Standard:** Achievement of outcome must meet one hundred (100%).  
**Reference:** TI 15.02.17

### c) Vision Care

- i. **Outcome:** All inmates will receive a vision screening during the reception process, routine, emergent screening based on inmate need.  
**Measure:** Documented vision screening at reception, routine, emergent in medical record.  
Screening performed with glasses and without glasses when applicable  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** HSB 15.02.10
- ii. **Outcome:** Optometry consults will be provided to inmates based on their visual acuity.  
**Measure:** Documented Consultation Request optometry for visual acuity of 20/60 or worse in either eye OR uncorrected near vision of 20/60  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** HSB 15.02.10
- iii. **Outcome:** Ophthalmology consults will be provided to inmates based on specific eye/vision complaints  
**Measure:** Documentation of referral to an ophthalmologist for diagnosis and treatment for all inmates with complaints of new onset of diplopia, sudden onset of flashes or floaters, loss of part or all of vision in either eye, blurred vision, pain in or around the eye/s, or acute/intermittent/chronic red eye.  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** HSB 15.02.10

13. **Auditory Care**

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

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

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

**Reference:** HSB 15.03.27

14. **Emergency Services, Emergency Plan and Training**

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

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

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

**Reference:** HSB 15.03.22

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

**Measure:** Documentation on DC4-680, DC4-679

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

**Reference:** HSB 15.03.06, HSB 15.03.22

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

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

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

**Reference:** HSB 15.03.22

15. **Prison Rape and Elimination Act**

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

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

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

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

16. **Alleged Sexual Battery/Post-Rape Medical Action**

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

**Measure:** Completed DC4-683M

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

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

17. **Infirmary services**

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

- a) **Outcome:** There will be a physician or designee on call for the infirmary twenty four (24) hours seven (7) days a week.  
**Measure:** Review on call-schedule. Physician (or designee) rounds performed and documented daily on either a DC4-714A or DC4-701.  
**Standard:** Achievement of outcome one hundred percent (100%).  
**Reference:** HSB 15.03.26
- b) **Outcome:** Infirmary nursing services provided under the direction of a registered nurse.  
**Measure:** Staff schedule will have a registered nurse scheduled twenty four (24) hours seven (7) days.  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** HSB 15.03.26
- c) **Outcome:** Physician infirmary rounds made on a daily basis (Monday – Friday), except holidays.  
**Measure:** Completed DC4-714A  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** HSB 15.03.26
- d) **Outcome:** The initial nursing admission is completed with 2 hours of admission.  
**Measure:** DC4-684  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** HSB 15.03.26
- e) **Outcome:** Nursing rounds are made every two hours in the infirmary.  
**Measure:** DC4-717  
**Standard:** Achievement of outcome must meet ninety-five percent (95%).  
**Reference:** HSB 15.03.26
- f) **Outcome:** A discharge summary for an admitted inmate completed within 48 hours of discharge.  
**Measure:** Completed documentation on DC4-713B (DC4-657 for a mental health patient) completed by the physician (or designee) within 48 hours of discharge.  
**Standard:** Achievement of outcome must meet ninety five percent (95%).  
**Reference:** HSB 15.03.26
- g) **Outcome:** Nurse will perform Infirmary Patient Assessment per policy.  
**Measure:** Completed documentation on DC4-684 three times a day unless order more frequently by clinician.  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** HSB 15.03.26, DC4-684

18. **Periodic screening**

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

**Outcome:** Inmates receive a periodic screening.

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

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

**Reference:** HSB 15.03.04

19. **Pre-release Screening**

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

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

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

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

**Reference:** HSBs 15.03.04 and 15.03.29

20. **Impaired inmate services, including inmate assistants for impaired inmates**

a) **Outcome:** Inmates with impairments are placed in settings that can adequately provide for their healthcare treatment needs.

**Measure:** Inmate impairment grade in record matches the Institution's impairment designation.

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

**Reference:** Procedure Transfer for Medical Reasons 401.016, Health Services Bulletin Impaired Inmate Services 15.03.25

b) **Outcome:** Inmates who are assigned to assist impaired inmates will receive required training.

**Measure:** Complete documentation DC4-526

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

**Reference:** Health Insurance Portability and Accountability Act, Florida Administrative Code 33-210.201 and 33-401.701, Procedure 403.011

21. **Special Housing**

a) **Outcome:** Inmates in special housing receive a Pre-Confinement Physical.

**Measure:** Completed Special Housing Appraisal or Pre-Confinement Physical "DC4-769"

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

**Reference:** Procedure 403.003, DC4-769

b) **Outcome:** Nursing staff make daily rounds in special housing.

**Measure:** Documentation of daily rounds on Nursing Special Housing Rounds "DC4-696"

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

**Reference:** Procedure 403.003, DC4-696

22. **Inmate Passes**

**Outcome:** Inmate receives medical pass based on sound medical judgment.

**Measure:** Clinician documentation on the Chronological Record of Health Care DC4-701 supports need for pass.

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

**Reference:** HSB 15.02.16, DC4-701D

23. **Post Use of Force**

**Outcome:** A post use of force physical examination will be performed by nursing staff with notification and/or referral to a clinician as clinically indication.

**Measure:** Complete documentation on the Emergency Room Record “DC4-701C”, Diagram of injury “DC4-708” and referral to clinician.

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

**Reference:** Rule 33-602.210, Florida Administrative Code (“Use of Force”)

24. **Medication Administration**

**Outcome:** Medication is administered by nursing utilizing standard precautions and adherence to the six rights (inmate, time, medication, route, dose, documentation) of administration.

**Measure:** Observation and interview

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

**Reference:** Nursing Standard

25. **Tools and Sensitive Item Control**

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

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

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

**Reference:** Procedure 602.037

26. **Infection Control and Communicable Disease**

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

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

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

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

**27. Inmate Communicable Disease Education**

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

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

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

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

**Reference:** Florida Statute 945.35, Procedure 403.008

**28. Medical Isolation for Suspected Communicable or Infectious Disease**

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

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

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

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

**Reference:** Infection Control Manual Chapter XIII

**29. Immunization Administration and Documentation**

a) **Outcome:** During the reception process inmate’s immunization history will be assessed and documented.

**Measure:** Immunization history documented on the Immunization Record “DC4-710A”.

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

**Reference:** HSB 15.03.30

b) **Outcome:** Inmates will receive immunizations in accordance with established policy.

**Measure:** Completed signed consent or refusal and documentation of Immunization on DC4 710-A.

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

**Reference:** HSB 15.03.30.

**30. Tuberculosis Program**

a) **Employee Tuberculosis Screening**

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

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

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

**Reference:** Procedure 401.015

b) **Inmate Tuberculosis Screening**

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

**Measure:** Documentation on the Tuberculosis Symptom Questionnaire “DC4-520 C” is complete.

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

**Reference:** HSB 15.03.18

c) **Inmate Tuberculosis Skin Testing**

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

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

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

**Reference:** HSB 15.03.18

31. **Infection Control Surveillance and Monitoring**

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

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

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

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

**Reference:** Infection Control Manual Chapter XI

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

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

**Measure:** Complete documentation of all Healthcare Acquired Infections, Communicable Diseases (Infection Attack Rates), Antibiotic Resistant Organisms, Dialysis Infections, Daily Outbreak Worksheets, and Summaries of Infection Control Investigation.

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

**Reference:** Infection Control Manual Chapter V

c) **Management of Methicillin Resistant Staphylococcus Aureus**

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

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

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

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

**Reference:** Infection Control Manual Chapter XIX

d) **Bloodborne Pathogens**

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

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

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

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

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

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

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

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

e) **Chest x-rays**

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

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

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

**Reference:** HSB 15.03.18

f) **Treatment of Latent Tuberculosis Infection**

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

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

**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** HSB 15.03.18

g) **Monthly monitoring Tuberculosis Clinic**

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

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

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

**Reference:** HSB 15.03.18

h) **Continuity of Tuberculosis Treatment at End of Sentence**

**Outcome:** Notification to the Department of Health/County Health Department (DOH/CHD) of the status of an inmate's tuberculosis (TB) evaluation, treatment, or treatment of latent tuberculosis infection (LTBI) when the inmate is released from a Department of Corrections facility.

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

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

**Reference:** HSB 15.03.18

i) **Tuberculosis Contact Investigation**

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

**Measure:** Completed TB Contact Investigation documentation.

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

**Reference:** 15.03.18

j) **Bloodborne Pathogen Exposure**

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

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

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

**Reference:** Bloodborne Pathogen Exposure control Plan

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

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

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

**Reference:** Bloodborne Pathogen Exposure control Plan

c. **Outcome:** Personal protective equipment in appropriate sizes is available for use.

**Measure:** During site visits facilities will be checked for the presence of personal protective equipment.

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

**Reference:** Bloodborne Pathogen Exposure control Plan

**d. Outcome:** All institutions will have Post Exposure Prophylaxis medications available on site.

**Measure:** During site visit nurse will check for the presence of antiretroviral therapy for possible Human Immunodeficiency Virus (HIV) exposure and Hepatitis B vaccine for possible Hepatitis B exposure.

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

**Reference:** Bloodborne Pathogen Exposure Control Plan

### 32. Dialysis Services

#### a) Wait Time for Initial Requests

**Outcome:** Initial Requests for care shall not have wait times that exceed more than three (3) days unless due to inmate security risks.

**Measure:** The date of requested Initial Requests compared to the actual date of performance of the exam.

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

#### b) Wait Time for Urgent Requests

**Outcome:** Urgent Request for care shall not have wait times that exceed more than two (2) days unless due to inmate security risks.

**Measure:** The date of requested Urgent Request compared to the actual date of performance of the exam.

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

#### c) Pre-dialysis patient assessment

**Outcome:** Conduct pre-dialysis assessment of patient's vital signs, body weight, edema, and mental status.

**Measure:** The assessment data must be documented onto the patient's medical record.

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

**Reference:** Nephrology Nursing Standards of Care

#### d) Post-dialysis patient assessment

**Outcome:** Conduct post-dialysis assessment of patient's vital signs, body weight, edema, and mental status.

**Measure:** The assessment data must be documented onto the patient's medical record.

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

**Reference:** Nephrology Nursing Standards of Care

e) **Timely Compliance with Medicare Certification Requirement**

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

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

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

**Reference:** Centers for Medicare and Medicaid Services

b. **MENTAL HEALTH SERVICES**

1) **Informed Consent**

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

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

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

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

2) **Access to Care (Mental Health)**

a) **Orientation**

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

**Measure:** Mental health orientation documented in OBIS.

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

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

b) **Inmate Requests**

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

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

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

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

c) **Inmate-Declared Emergencies/Emergent Staff referrals**

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

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

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

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

### 3) Reception Center Services

#### a) Continuity of Care – Psychotropic Medications

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

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

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

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

#### b) Psychiatry Referral – Past History

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

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

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

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

#### c) Intake Screening – Psychological Testing

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

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

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

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

### 4) Treatment Planning

#### a) Outpatient Individualized Service Plan

**Outcome:** The initial individualized service plan is completed within 14 (calendar) days of the inmate being assigned a mental health classification of S-2 or S-3.

**Measure:** Documentation on DC4-706 Health Services Profile, DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.

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

**Reference:** HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services, Section V. A.

b) **Inpatient Individualized Service Plan**

**Outcome:** An Individualized Service Plan (ISP) is initiated and approved by the MDST within 14 days of admission to TCU, 5 days of admission to CSU, and 7 days of admission to CMHTF.

**Measure:** Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan; DC4-714B Physician Order Sheet in the health record or inpatient health record.

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

**Reference:** HSB 15.05.11 Planning and Implementation of Individualized Mental Health Services

5) **Outpatient Mental Health Services**

a) **Case Manager Assignment**

**Outcome:** Inmates with a mental health grade of S-2 or S-3 have a case manager designated within three (3) business days of arrival at a permanent institution.

**Measure:** Documentation of incidental note on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.

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

**Reference:** HSB: 15.05.11 Planning and Implementation of Individualized Mental Health Services; 15.05.18 Outpatient Mental Health Services, Section VII. A. ACA Standard 4-4370

b) **Level of Care**

**Outcome:** Inmates with a current diagnosis of Schizophrenia or other psychotic disorders including disorders with psychotic features are maintained as a mental health grade of S-3 or higher.

**Measure:** DC4-706 Health Services Profile and DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.

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

**Reference:** HSB: 15.05.18 Outpatient Mental Health Services, Section VII. D.

6) **Suicide and Self Injury Prevention**

a) **Self-Harm Observation Status Initial Orders**

**Outcome:** For inmates placed on Self-harm Observation Status, there is an order documented in the infirmary record by the attending clinician.

**Measure:** Documentation on DC4-714B Physician's Order Sheet in the infirmary health record.

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

**Reference:** Procedure 404.001 Suicide and Self-Injury Prevention, Section (1) (d).

b) **SHOS/IMR Observations**

**Outcome:** Observations are completed and recorded by nursing according to the interval specified by the Clinician.

**Measure:** Documentation on DC4-650

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

**Reference:** Health Service Bulletin 404.001 *Suicide and Self Injury Prevention*; Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

c) **Daily Counseling**

**Outcome:** Daily counseling by mental health staff (except weekend and holidays) is conducted and documented as a SOAP note.

**Measure:** Documentation on DC4-714A Infirmiry Progress Record in the infirmiry record.

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

**Reference:** Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (b) 10; HSB 15.03.26 Infirmiry Services, Sections V. D. 1 and VII. D.

d) **Post-Discharge Continuity of Care**

**Outcome:** Mental health staff evaluates relevant mental status and institutional adjustment at least at the following intervals: by the seventh (7th) and twenty-first (21st) day after discharge.

**Measure:** Documentation on DC4-642 Chronological Record of Outpatient Mental Health Care in the health record.

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

**Reference:** Procedure 404.001 Suicide and Self-Injury Prevention, Section (4) (e) 2.

7) **Inpatient Mental Health Services**

a) **Psychiatric Evaluation at Intake**

**Outcome:** All patients receive a psychiatric evaluation within 72 hours of admission.

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

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

**Reference:** HSB 15.05.05 Inpatient Mental Health Services, Section IV. B. 4. g.

b) **Planned Scheduled Services**

**Outcome:** A minimum of 12 hours of planned scheduled services per week is available to each patient in a CSU and a TCU, and a minimum of 15 hours of planned scheduled services is available to each patient in a CMHTF.

**Measure:** Documentation on DC4-664 Mental Health Attendance Record or DC4-711A Affidavit of Refusal for Health Care in the inpatient health record.

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

**Reference:** Administrative Memorandum dated 7/8/2003, "Levels and Privileges System for Inpatient Mental Health Units".

c) **Assessments**

**Outcome:** Nursing observations are documented in accordance with established policy.

**Measure:** Documentation on DC4-530, DC4-531, DC4-692, DC4-642  
**Standard:** Achievement of outcome must meet ninety percent (90%)  
**Reference:** Health Service Bulletin 15.05.05 *Inpatient Mental Health Services*

8) **Psychiatric Restraints**

a) **Physician Orders – Duration**

**Outcome:** Physician’s orders document the maximum duration of the order for restraint.

**Measure:** Documentation on DC4-714B Physician’s Order Sheet.

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

**Reference:** HSB 15.05.10 Inpatient Mental Health Services, Section XI. D.

b) **Psychiatric Restraints – Nursing Observations and Assessments**

**Outcome:** Pertinent observations and assessments are completed by nursing in accordance with established policy

**Measure:** Documentation on DC4-650A, DC4-642F, DC4-781J (restraint log)

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

**Reference:** HSB 15.05.10 *Psychiatric Restraint*, DC4-650A *Restraint Observation Checklist*, DC4- 642F *Chronological Record of Inpatient Mental Health Care*

9) **Psychotropic Medication Management**

a) **Psychiatric Evaluation Prior to Initial Prescription**

**Outcome:** A psychiatric evaluation is completed prior to initially prescribing psychotropics.

**Measure:** Documentation on DC4-655 Psychiatric Evaluation and by DC4-714B Physician’s Order Sheet in the health record.

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

**Reference:** HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F.

b) **Informed Consent**

**Outcome:** Informed consent forms for psychotropic medications are completed.

**Measure:** Documentation by DC4-545 form series (Specific to psychotropic prescribed) in the health record.

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

**Reference:** HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. I.

c) **Required Labs - Initial**

**Outcome:** Required laboratory tests are ordered for the initiation of psychotropic medication administration.

**Measure:** Documentation on DC4-714B Physician's Order Sheet in the health record.

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

**Reference:** HSB 15.05.19 Psychotropic Medication Use Standards and Informed Consent, Section III. F. 5.

10) Use of Force

**Mental Health Evaluation**

**Outcome:** Medical staff, upon completing the medical examination following a use of force, makes a mental health referral for each inmate who is classified S-2 or S-3 on the health profile and sends it to mental health staff, which evaluates S2/S3 inmates no later than the next working day following a use of force.

**Measure:** Documentation on DC4-529 Staff Request/Referral and DC4-642B Mental Health Screening Evaluation in the health record.

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

**Reference:** Administrative Rule: 33-602.210.

11) Confinement/Special Housing Services

a) **Confinement Evaluations (S3)**

**Outcome:** Each inmate who is classified as S-3 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within five days of assignment and every 30 days thereafter.

**Measure:** Documentation on DC4-642B Mental Health Screening Evaluation in the health record.

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

**Reference:** HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. G.

b) **Confinement Evaluations (S1/S2)**

**Outcome:** Each inmate who is classified as S-1 or S-2 and who is assigned to administrative or disciplinary confinement, protective management, or close management status receives a mental status examination within 30 days and every 90 days thereafter.

**Measure:** Documentation on DC4-642B Mental Health Screening Evaluation in the health record.

**Standard:** Achievement of standard must ninety five percent (95%).

**Reference:** HSB 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. H.

c) **Confinement Rounds**

**Outcome:** Mental health staff performs weekly rounds in each confinement unit.

**Measure:** Documentation on DC6-229 Daily Record of Segregation.

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

**Reference:** HSB: 15.05.08 Mental Health Services for Inmates who are Assigned to Confinement, Protective Management or Close Management Status, Section II. D.

d) **Behavioral Risk Assessments (BRA)**

**Outcome:** The BRA is completed at the required intervals regardless of S-grade or housing assignment, including when the CM inmate is housed outside the CM unit in order to access necessary medical or mental health care.

**Measure:** Documentation on DC4-729 Behavioral Risk Assessment in the health record.

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

**Reference:** FAC 33-601.800 Close Management

12) **Sex Offender Screening and Treatment**

**Outcome:** All identified sex offenders at a permanent institution whose current sentence is a sex offense has a completed sex offender screening as a part of their medical record.

**Measure:** Documentation on DC4 647 Sex Offender Screening and Selection in the health record and/or review of OBIS (DC26 MH07 screens)

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

**Reference:** HSB: 15.05.03 Screening and Treatment for Sexual Disorder, Section II. A.

13) **Re-Entry Services**

a) **Initiation of Re-entry Services**

**Outcome:** All inmates with a mental health grade of S-2 through S-6 who are within 180 days of End of Sentence (EOS) have an updated Individualized Service Plan to address Discharge/Aftercare Planning.

**Measure:** Documentation on DC4-643A (Parts I, II, and III) Individualized Service Plan in the health record.

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

**Reference:** HSB: 15.05.21 Mental Health Re-Entry Aftercare Planning Services, Section VII. A.

c. **DENTAL SERVICES**

1) **Access to Dental Care**

a) **Outcome:** A complete dental intake examination is performed by a dentist at a Reception Center within seven (7) days of arrival.

**Measure:** Review the DC4-735, Dental Clinical Examination Report and DC4-724, Dental Treatment **Record.**

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

b) **Outcome:** Any dental emergency is evaluated and/or treated within twenty four (24) hours by the dentist, or in the event the dentist is not available, by referral to the medical department or local dentist/hospital.

**Measure:** Review available documentation such as the OBIS-HS computer system for dental emergencies, along with the DC4-724, Dental Treatment Record.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

- c) **Outcome:** Dental sick call is conducted on a daily basis when the dentist is present to provide dental access to those inmates who cannot wait for a routine dental appointment and yet do not meet the criteria for emergency dental care. In the event the dentist is absent for more than seventy two (72) hours medical staff are to evaluate and triage the inmate according to established protocols.

**Measure:** Review available documentation such as the OBIS-HS computer system, inmate requests, DC4-724, Dental Treatment Record and DC4-701, Chronological Record of Health Care.

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

**Reference:** HSB15.04.13

2) **Wait Times**

a) **Initial Waiting Times for Routine Comprehensive Dental Care**

**Outcome:** The initial wait after request for routine comprehensive dental care does not exceed six (6) months for any inmate.

**Measure:** The amount of time between request for dental care and delivery of routine comprehensive dental care for all inmates. Review dental request logs and the DC4-724 Dental Treatment Record.

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

**Reference:** HSB 15.04.13

b) **Wait time for Dental Appointments Between the First Appointment and Follow-Up Appointment**

**Outcome:** Inmate waiting times between dental appointments do not exceed three (3) months.

**Measure:** Review DC4-724, Dental Treatment Record.

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

**Reference:** HSB 15.04.13

3) **Development of the Dental Treatment Plan for Routine Comprehensive Dental Care**

**Outcome:** A documented complete dental examination is done to develop an individualized Dental Treatment Plan.

**Measure:** Review DC4-734, Dental Health Questionnaire, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, and full mouth radiographs.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

4) **Oral Hygiene Treatment**

- a) **Outcome:** A prophylaxis and oral hygiene instructions are included as part of the comprehensive dental treatment plan.

**Measure:** Review the DC4-764, Dental Diagnosis and Treatment Plan and DC4-724, Dental Treatment Record.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

- b) **Outcome:** The complete prophylaxis is performed at the beginning of the dental treatment plan unless emergent or urgent needs are a higher priority.

**Measure:** Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

#### 5) Restorative Dentistry

- a) **Outcome:** Decay reaching the DEJ radiographically is diagnosed for restoration.

**Measure:** Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan and DC4-724, Dental Treatment Record.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

- b) **Outcome:** Restorations and bases are appropriate for the caries noted.

**Measure:** Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

#### 6) Endodontics

- a) **Outcome:** Anterior endodontic treatment is diagnosed if the tooth in question has adequate periodontal support and has a good prognosis of restorability and long term retention.

**Measure:** Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

- b) **Outcome:** Posterior endodontic treatment is diagnosed if the tooth is critical to arch integrity (there are no missing teeth in the quadrant or necessary as a partial denture abutment), has adequate periodontal support and has a good prognosis of restorability and long term retention.

**Measure:** Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

#### 7) Minor Periodontics

- a) **Outcome:** Periodontal charting is done when indicated by the radiographs, periodontal examination and/or PSR (Periodontal Screening and Recording).

**Measure:** Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, DC4-767, Periodontal Charting.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

b) **Outcome:** A scaling and root planning is diagnosed when indicated.

**Measure:** Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, DC4-767, Periodontal Charting.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

## 8) Oral Surgery

a) **Outcome:** Signed consent for extractions/oral surgery is obtained for each procedure and post-operative instructions are documented.

**Measure:** Review DC4-724, Dental Treatment Record, DC4-763, Consent for Extractions and DC4-762, Authorization and Consent for Dental Surgery.

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

**Reference:** HSB 15.04.13, Standards of Dental Care

b) **Outcome:** Post operative complications are appropriately addressed.

**Measure:** Review radiographs and DC4-724, Dental Treatment Record.

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

**Reference:** HSB 15.04.13, Standards of Dental Care

## 9) Complete Dentures

**Outcome:** Complete dentures are diagnosed and provided for all edentulous inmates requesting them.

**Measure:** DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record, Inmate Requests for Dental Care and Referrals for Dental Care.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

## 10) Removable Partial Dentures

**Outcome:** A removable partial denture is diagnosed when seven (7) or less posterior teeth are in occlusion.

**Measure:** Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

## 11) Other Specialized Dental Care as Needed

**Outcome:** Inmates are referred to other dentists/dental providers for treatment planned dental care not available at the institution.

**Measure:** Review radiographs, DC4-764, Dental Diagnosis and Treatment Plan, DC4-724, Dental Treatment Record and dental consult/referral logs.

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

**Reference:** FAC Rule 33-402.101, HSB 15.04.13

12) **Oral Pathology Consults/Referrals**

**Outcome:** Appropriate consults for oral pathology referrals are generated and forwarded within five (5) calendar days of the encounter generating the need for referral.

**Measure:** Review the consult/referral logs, radiographs, DC4-724, Dental Treatment Record and DC4-702, Consultation Request.

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

**Reference:** Community Standard of Care

13) **Oral Surgery Consults/Referrals**

**Outcome:** Appropriate consults for oral surgery referrals are generated and forwarded within ten (10) calendar days of the encounter generating the need for referral.

**Measure:** Review the consult/referral logs, radiographs, DC4-724, Dental Treatment Record and DC4-702, Consultation Request.

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

**Reference:** Community Standard of Care

14) **Prescriptions**

**Outcome:** Antibiotics and analgesics are prescribed when indicated, are appropriate for the clinical condition being treated, and delivered within twenty-four (24) hours to the inmate.

**Measure:** Review prescriptions, radiographs, DC4-724, Dental Treatment Record.

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

**Reference:** Community Standard of Care

15) **Trauma/Cancer**

**Outcome:** Inmates presenting with head and neck trauma or cancer are immediately treated and/or referred to an appropriate provider for follow-up care.

**Measure:** Review DC4-724, Dental Treatment Record, DC4-702, Consultation Request, consult/referral logs and radiographs/lab reports.

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

**Reference:** Community Standard of Care

16) **Dental Radiography**

a) **Outcome:** Each x-ray machine is registered thru the State of Florida and the registration certificates are posted near the machines.

**Measure:** X-Ray machine registration certificates.

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

**Reference:** HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

- b) **Outcome:** All x-ray machine operators are certified in dental radiology theory and technique in accordance with Florida Board of Dentistry Rules.  
**Measure:** Dental Assistant radiology certificates.  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9
- c) **Outcome:** Dental radiographs are of diagnostic quality.  
**Measure:** Review radiographs, DC4-724, Dental Treatment Record.  
**Standard:** Achievement of outcome must meet or exceed ninety five percent (95%).  
**Reference:** HSB 15.04.06, HSB 15.04.13, FAC Rule 64B5-9

17) **Refusal of Dental Services**

**Outcome:** Inmates refusing dental treatment sign a refusal form and documentation is placed in the dental record.  
**Measure:** Dental Treatment Record, DC4-724, and DC4-711A, Refusal of Health Care Services.  
**Standard:** Achievement of outcome must meet one hundred percent (100%).  
**Reference:** FAC 33-401.105, Procedure 401.002

18) **Dental Record Review**

**Outcome:** A Dental Record Review is to be done by a dental staff member on all new inmate arrivals at an institution within seven (7) days of arrival.  
**Measure:** Review OBIS reports and DC4-724, Dental Treatment Record.  
**Standard:** Achievement of outcome must meet or exceed ninety five percent (95%).  
**Reference:** HSB 15.04.13

d. **MEDICATION MANAGEMENT/ PHARMACY SERVICES**

1) **Medication Therapy Review**

**Outcome:** All medications are dispensed for the appropriate diagnosis and in therapeutic dosage ranges as determined in the most current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert or pursuant to an approved DER.  
**Measure:** Review medication regimen therapy  
**Critical Standard:** Achievement of outcome must be ninety-five percent (95%).  
**Reference:** TI 15.14.04 app A; Procedure 403.007; HSB 15.05.19; 64B16-27.810 F.A.C.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

2) **Medication Administration Review (MAR)**

**Outcome:** Medication Administration Review (MAR) is completed  
**Measure:** Review the institutional Medication Administration Review (MAR) records  
**Critical Standard:** Achievement of outcome must be ninety-five percent (95%).

**Reference:** TI 15.14.04 app A; TI 15.14.14 app B; Procedure 403.007; HSB 15.05.19; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.

3) **Medication Administration Review (MAR) Clinical**

**Outcome:** Drug therapy indicated on Medication Administration Review (MAR) is appropriate as indicated or pursuant to an approved DER..

**Measure:** Review drug therapy indicated on the Medication Administration Review (MAR)

**Critical Standard:** Achievement of outcome must be ninety-five percent (95%)

**Reference:** Current editions of Drug Facts and Comparisons, Physicians' Desk Reference, or the package insert.

4) **Psychotropic Drugs**

a) **Outcome:** Inmates prescribed four or more psychotropic drugs have an approved Drug Exception Request (DER) for "Four of more psychotropic drugs".

**Measure:** Review Medication Administration Report (MAR) and medical records

**Critical Standard:** Achievement of Outcome must be ninety-five percent (95%).

**Reference:** HSB 15.14.03; HSB 15.05.19

b) **Outcome:** Inmates on two or more psychotropic drugs in the same class have an approved Drug Exception Request (DER) for "two or more psychotropic drugs in the same class".

**Measure:** Review Medication Administration Report (MAR) and medical records

**Critical Standard:** Achievement of Outcome must be ninety-five percent (95%)

**Reference:** HSB 15.14.03; HSB 15.05.19

5) **Pharmacy Inspections**

a) **Outcome:** Compliant on monthly Consultant Pharmacist inspections

**Measure:** Review monthly Consultant Pharmacist inspections

**Critical Standard:** Achievement of Outcome must be ninety percent (90%)

**Reference:** TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

b) **Outcome:** Deficiencies in previous Consultant Pharmacist Monthly Inspection Report are corrected

**Measure:** Review monthly Consultant Pharmacist inspections

**Critical Standard:** Achievement of Outcome must be ninety percent (90%)

**Reference:** TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

c) **Outcome:** Successful completion on yearly State of Florida Board of Pharmacy Inspection

**Measure:** Review yearly State of Florida Board of Pharmacy Inspection

**Critical Standard:** Achievement of Outcome must be one hundred percent (100%)

**Reference:** TI 15.14.04 app A; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

6) **Inventory control**

a) **Narcotics Control**

**Outcome:** Narcotic perpetual inventory are maintained

**Measure:** Compare actual narcotic counts with perpetual inventory sheet.

**Critical Standard:** Achievement of Outcome must be one hundred percent (100%).

**Reference:** TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

b) **Narcotic Key Control**

**Outcome:** Narcotic keys are controlled per HSB 15.14.04

**Measure:** Review narcotic key control documents

**Critical Standard:** Achievement of Outcome must be one hundred percent (100%)

**Reference:** TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

c) **Legend Drug Stock Control**

**Outcome:** Each legend drug stock item has a perpetual inventory system

**Measure:** Compare actual counts with perpetual inventory sheets

**Critical Standard:** Achievement of Outcome must be ninety percent (90%)

**Reference:** TI 15.14.04 app A; TI 15.14.04 app A; 465 F.S.

**NOTE: Should the Contractor be responsible for pharmaceutical services, the Contractor shall also be responsible for the achievement of the following performance standards:**

7) **Dispensing requirements**

a) **New regular prescription orders.**

**Outcome:** All new regular prescriptions and orders are dispensed and delivered within twenty-four (24) hours or the next day from the time-of-order to time-of-receipt at the ordering Department Institution, excluding weekends and holidays.

**Measure:** Date-of-order as compared to date-of-receipt.

**Critical Standard:** Achievement of Outcome must be ninety-eight percent (98%)

**Reference:** HSB 15.14.03

b) **Refill prescription orders.**

**Outcome:** All refill prescriptions and orders are dispensed and delivered within forty-eight (48) hours or the second day from the time-of-order to time-of receipt at the ordering Department Institution, excluding weekends and holidays.

**Measure:** Date-of-order as compared to date-of-receipt.

**Critical Standard:** Achievement of Outcome must be ninety-eight percent (98%)

**Reference:** HSB 15.14.03

c) **New non-formulary prescriptions.**

**Outcome:** All new non-formulary prescriptions and orders are dispensed and delivered within forty-eight hours (48) or the second day from the time-of-order to time-of-receipt at the ordering Department Institution, excluding weekends and holidays, once an approved Drug Exception Request (DER) has been approved and received.

**Measure:** Date-of-order as compared to date-of-receipt.

**Critical Standard:** Achievement of Outcome must be ninety-eight percent (98%)

**Reference:** HSB 15.14.03

d) **Drug Exception Request (DER) for non-formulary drugs.**

**Outcome:** All non-formulary drugs have an approved Drug Exception Request (DER)

**Measure:** Review drug reports with approved Drug Exception Requests (DER)

**Critical Standard:** Achievement of Outcome must be ninety-five percent (95%)

**Reference:** HSB 15.14.03

e) **Stat Orders**

**Outcome:** STAT orders and prescriptions are administered from stock immediately. If not available, the prescription will be filled and administered within 4 hours.

**Measure:** Review STAT orders and prescriptions

**Critical Standard:** Achievement of Outcome must be one hundred percent (100%)

**Reference:** HSB 15.14.03

f) **Adherence to state and federal statutes, administration rules, and regulations**

**Outcome:** All prescriptions dispensed adheres to State and Federal Statutes, administrative rules and regulations

**Measure:** Review dispensed prescriptions

**Critical Standard:** Achievement of Outcome must be one hundred percent (100%)

**Reference:** HSB 15.14.03

8) **Licenses and Drug Pedigree**

a) **Possession of Pharmacy Licenses**

**Outcome:** Possession and display of pharmacy licenses

**Measure:** Document that pharmacy licenses are displayed

**Critical Standard:** Achievement of Outcome must be one hundred percent (100%)

**Reference:** TI 15.14.04 app A; 499.01212 F.S.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

b) **Drug Pedigree**

**Outcome:** State of Florida drug pedigree requirements met (Florida Statutes 499-01212)

**Measure:** Document State of Florida drug pedigree requirement documented

**Critical Standard:** Achievement of Outcome must be one hundred percent (100%)

**Reference:** TI 15.14.04 app A; 499.01212 F.S.; 64B16-28.501 F.A.C.; 64B16-28.502 F.A.C.; 64B16-28.702 F.A.C.; 465 F.S.

e. **ADMINISTRATIVE RESPONSIBILITIES**

1) **Compliance with ACA and/or NCCHC Accreditation Standards**

**Outcome:** Health care delivery complies with all accreditation requirements.

**Measure:** Review of accreditation reports related to healthcare delivery system at each institution.

**Critical Standard:** Achievement of Outcome must meet 100% for mandatory medical standards and ninety-seven (97%) for non-mandatory medical standards

**Reference:** ACA and/or NCCHC Accreditation Standards for Major Institutions

2) **Timely Submission of Corrective Action Plans**

**Outcome:** All Corrective Action Plans shall be timely submitted within timeframe in Section II., FF., .3.

**Measure:** Date of receipt of Contractor's Corrective Action Plan as compared to date of receipt of monitoring report.

**Critical Standard:** Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

3) **Timely Corrections of Deficiencies per Timeframes Established in the Corrective Action Plan**

**Outcome:** All deficiencies addressed in a Corrective Action Plan shall be timely corrected.

**Measure:** Date of correction of deficiency as compared to date for correction indicated in Contractor's Corrective Action Plan.

**Critical Standard:** Achievement of outcome must meet one hundred percent (100%) on a quarterly basis.

4) **Timely Submission of Required Reports**

**Outcome:** All required reports submitted in accordance with contractual requirements

**Measure:** The date quarterly reports are received by the Contract Manager.

**Standard:** Achievement of Outcome must meet or exceed ninety five percent (95%).

**Reference:** Section II., CC., Reporting Requirements.

5) **Inmate Requests, Informal and Formal Grievances**

**Outcome:** All inmate requests, informal and formal grievances are responded to in accordance with established rules, policies and procedures.

**Measure:** Review of inmate requests, and informal and formal grievance logs.

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

**Reference:** Chapter 33-103, F.A.C.

6) **Operating Licenses and Permits**

**Outcome:** All operating licenses and permits are current, on hand and posted appropriately at each institution in accordance with statutory requirements and policy.

**Measure:** Visual review of licenses and permits (on site), and/or copies provided through desk review

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

**References:** Florida Statutes and Rules

7) **Health Record Maintenance**

**Outcome:** All clinical information significant to inmate health is filed in the health record within 72 hours of receipt.

**Measure:** Random Sampling of encounter forms, labs, etc., corresponding health care records and OBIS data (or approved electronic health record).

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

**Reference:** HSB 15.12.03

8) **HIPAA/HITECH Compliance**

**Outcome:** The contractor safeguards Protected Health Information in accordance with the terms and conditions outlined in the Business Associate Agreement.

**Measure:** Review of HIPAA reports and medical records to confirm that a release of information was obtained for all protected health information that was disclosed.

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

**Reference:** Business Associate Agreement

9) **Staffing**

a) **Outcome:** Contractor provides adequate staff to carry out contractual health care service delivery requirements for medical, nursing, dental, mental health, pharmacy and administration.

**Measure:** Contractor maintains positions outlined in approved staffing plan. Measurement is based on monthly staffing reports.

**Standard:** Achievement of Outcome must be ninety-five percent (95%) for each clinical position in each discipline at each institution.

**NOTE: This standard will be applied after the first sixty (60) days of the contract, to allow for appropriate ramp-up period.**

**Reference:** Approved staffing plan.

b) **Outcome:** Supervision of staff is provided in accordance with statutory requirements for medical, nursing, dental, mental health and pharmacy.

**Measure:** Review of qualifications of supervisory staff to verify appropriate licensure and certification, and documentation of any required supervision.  
**Standard:** Achievement of Outcome must be one hundred percent (100%).  
**Reference:** Chapters 458, 459, 464, 466, 490 and 491, Florida Statutes.

10) **Quality Management**

a) **Quality Management Reports**

**Outcome:** The contractor submits quality management in accordance with policy.

**Measure:** Contractor submits reports and corrective action plans in accordance with requirements.

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

**Reference:** HSB 15.09.01

b) **Risk Management Reports**

**Outcome:** The contractor submits risk management reports in accordance with policy.

**Measure:** Contractor submits reports and corrective action plans in accordance with requirements.

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

**Reference:** HSB 15.09.08

c) **Compliance with Credentialing Standards**

**Outcome:** Credentialing records shall comply with all requirements established by the Department.

**Measure:** Review of credential records compared to Department standards.

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

**Reference:** Health Services Bulletin 15.09.05, Credentialing and Privileging Procedures.

d) **Mortality Review**

i. **E-form Death Notification**

**Outcome:** An e-form death notification will be sent in accordance with time frames established in policy

**Measure:** The date the Central Office Mortality Review Coordinator receives the e-form death notification.

**Standard:** Achievement of Outcome must be met one hundred percent (100%).

**Reference:** HSB 15.09.09

ii. **Mortality Review Records**

**Outcome:** Two copies of the records are made and one sent to Central Office Mortality Review Coordinator per policy.

**Measure:** Date medical records are received in Central Office.

**Standard:** Achievement of Outcome must be met one hundred percent (100%).

**Reference:** HSB 15.09.09

**iii. Mortality Review Forms**

**Outcome:** Mortality Review meeting occurs and appropriate paperwork is completed in accordance with policy.

**Measure:** DC4-502, Institutional Death Summary, DC4-503, Institutional Mortality Review Case Abstract and Analysis, DC4-504, Institutional Mortality Review Team Signature Log, DC4-508, Institutional Mortality Review Findings/Conclusions and Federal Report Form.

**Standard:** Achievement of Outcome must be met one hundred percent (100%).

**Reference:** HSB 15.09.09.

**iv. Autopsy**

**Outcome:** The institution requests an autopsy, if performed, from the Medical Examiner's Office and sends it to the Central Office Mortality Review Coordinator. If an autopsy is not performed there should be a statement indicating the cause of death from the Medical Examiner.

**Measure:** The date the autopsy results or statement indicating the cause of death are received by the Central Office Mortality Review Coordinator.

**Standard:** Achievement of Outcome must be met one hundred percent (100%).

**Reference:** HSB 15.09.09.

**11) Utilization Management**

**Outcome:** Contractor has process in place to handle routine, urgent and emergent consults.

**Measure:** Review of consult forms (DC4-702) and logs to determine if routine, urgent and emergent consults are being processed in accordance with policy.

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

**Reference:** Procedure 401.005 and HSB 15.09.04

**12) Information Technology**

**a) Data Exchanges**

**Outcome:** Proper transmission of data exchanges with related agencies and vendors.

**Measure:** Scheduled transfers to be verified by recipient.

**Standard:** Achievement of Outcome must be met one hundred percent (100%)

**b) Repeated Outages**

**Outcome:** There will be no instances of outages occurring for the same reason as a previously detected outage.

**Measure:** Repetition of unplanned outages or major problems.

**Standard:** 99% of unplanned outages will be resolved in such a way that the root cause of the problem is determined, and a fix is in place to prevent it from happening again in the same day.

c) **Recovery Time**

**Outcome:** Services will be returned to operation within performance target timeframe while still ensuring the outage will not reoccur in less than five minutes.

**Measure:** The amount of time from an unplanned outage of a service until the service is again available to its users. This shall be measured on a fiscal year basis.

**Standard:** In 98% of unplanned outages the service will be available in less than one hour after being reported as unavailable.

d) **Minimum Acceptable Monthly Service Availability**

**Outcome:** Services will be returned to operation within performance target timeframes.

**Measure:** The amount of time the Contractor’s system is available for use outside schedule availability.

**Standard:** On a monthly basis, the systems are available for use a minimum of 99.99% of the time.

2. **Other Contract Requirements**

The Department shall monitor the Contractor’s performance to ensure that all other terms and conditions of the Contract, not included in Section II., EE., 1., Performance Outcomes, Measures, and Standards, are complied with at all times by the Contractor.

FF. Monitoring Methodology

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

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

A Contract Monitoring tool will be developed and administered by the Department’s Office of Health Services in accordance with the requirements in this contract. The monitoring tool will be utilized in review of Contractor’s performance.

To further assist in the contract monitoring process, the Department has established a Contractor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Self-Certification of Compliance checklist within thirty (30) days of execution of this Contract and forward the original to the Contract Manager. All documents referenced in the Self-Certification of Compliance checklist shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

**1. Monitoring Performance Outcomes, Measures, and Standards**

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

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

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

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

Corrective action shall be completed within the reasonable time frame given in the written notice or, if a review is requested, within thirty (30) days of final decision. Should the Contractor fail to cure an issue of non-compliance to the reasonable satisfaction of the Department, the Department reserves the right to seek damages it is entitled to under law and/or termination of this Contract.

**2. Rights to Examine, Audit and Administer Resources**

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

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

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

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

**3. Monitoring Other Contract Requirements**

Monitoring for Other Contract Requirements, identified in Section II., EE., 2., will be conducted as determined necessary, but no less than annually, beginning no sooner than the sixty-first (61<sup>st</sup>) day after services have been implemented. A Contract Monitoring tool will be developed by the Department's Office of Health Services. The monitoring tool will be utilized in review of the Contractor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

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

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

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

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

**4. Repeated Instances**

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements Outcomes and Standards or to correct deficiencies thereof

may, result in determination of Breach of Contract and/or termination of the Contract in accordance with Section VI., Termination.

GG. Deliverables

The following services or service tasks are identified as deliverables for the purposes of this Contract:

1. Appropriate health care services for inmates consisting of deliverables listed under Section II., EE., 1., Performance Outcomes, Measures, and Standards.
2. Reports as required in Section II., CC., Reporting Requirements.
3. Compliance with contract terms and conditions.

III. **COMPENSATION**

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

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

A. Payment

1. The Department will compensate the Contractor on a monthly basis, for the provision of comprehensive healthcare services as specified in Section II., Scope of Service, at the **Single Capitation Rate of \$8.4760 Per-Inmate, Per Day (Unit Price)** times the average monthly number of inmates, times the number of days in the month. This capitation rate is broken down as follows:
  - For the provision of comprehensive healthcare services, at the **Single Capitation Rate of \$8.4611 Per-Inmate, Per Day (Unit Price)**; and
  - For the cost of a performance bond, at the **Single Capitation Rate of \$0.0149 Per-Inmate, Per Day (Unit Price)**.

The average monthly number of inmates will be determined by the Department’s official Monthly Average Daily Population (ADP) report. Payment for each facility shall begin at 12:01 a.m. on the implementation date contingent upon actual implementation of services. The Department requires a consolidated, single invoice, on a monthly billing cycle for services performed.

Monthly adjustments will also be made for costs defined as payable by the Contractor which have been paid by the Department or costs defined as payable by the Department

which have been paid by the Contractor. Such adjustments will be added or deducted to the subsequent monthly payment after reconciliation between the Department and the Contractor.

This Contract does not include the Pharmaceutical Services component; therefore, the Departments' cost of all non-formulary pharmaceuticals and emergency pharmaceuticals filled at local pharmacies will be adjusted from the monthly payment. If, according to the request for proposals, Pharmaceutical Services are added to the Contract at a later date, the per diem rate will be increased by the amount that was included in the Contractors price proposal.

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

The last payment of the Contract will be withheld until all pending adjustments including those provided for in Section II., DD., of this Contract, have been determined and reconciled.

The Contractor verifies that they shall not dispute or refuse acceptance of any inmate assignment based on any medical and/or mental health condition(s). Furthermore, except as outlined in Section III., A., 2., CPI Adjustments, no additional compensation shall be granted to the Contractor unless the conditions under Chapter 287, Florida Statutes has been satisfactorily met and/or allowed. The Contractor agrees that they shall not terminate the Contract during the initial period based upon monetary losses and acknowledges that termination for this purpose shall result in damages assessed at the full contract compensation to the State payable within 90 days of notice by the Contractor.

## 2. CPI Adjustments

The Department will allow for changes to the per diem based on increases or decreases in the medical consumer price index (CPI) for services, adjusted for geographic region, subject to legislative approval and appropriation. If the adjusted medical services CPI increases, the vendor(s) may submit a written request for an increase to the per diem prior to September 1 of each year. However, the amount of the increase may not exceed the adjusted medical services CPI for the 12-month period ended June 30 of the same year. If the medical services CPI decreases, the Department must notify the vendor(s) in writing by September 1 of each year if the Department plans to seek a decrease in the per diem rate. However, the amount of the decrease may not exceed the adjusted medical services CPI for the 12-month period ended June 30 of the same year. Any requested increase to the health services per diem rates will be reflected in the Department's annual Legislative Budget Request and subject to Legislative approval and appropriation. Any increase to the health services per diem will be effective on the date specified in the appropriation. If the appropriation does not specify an effective date, the increase to the health services per diem will be effective at the beginning of the next contract year that falls during the year of the appropriation. Any decrease to the health services per diem rates will be automatically effective at the beginning of the next contract year and will not require legislative approval.

B. MyFloridaMarketPlace

1. Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

The Department has determined that payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032(2), Florida Administrative Code (F.A.C). A form PUR 3777, Notice of Transaction Fee Exemption, has been filed by the Department.

2. Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms can be found at: <https://flvendor.myfloridacfo.com/casappsp/cw9hsign.htm>. Frequently asked questions/answers related to this requirement can be found at: <https://flvendor.myfloridacfo.com/W-9%20faqs.pdf>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com).

C. Submission of Invoice(s)

The Contractor agrees to request compensation on a monthly basis for services rendered through submission to the Department of a properly completed invoice for each institution/facility serviced within fifteen (15) days following the end of the month for which payment is being requested. The Contractor shall submit invoices pertaining to this Contract to the Contract Manager. Invoices will be reviewed and approved by the Contract Manager and then forwarded to the appropriate Financial Services’ Office for further processing of payment. The Contractor’s invoice shall include the Contractor’s name, mailing address, and tax ID number/FEIN as well as the Contract Number and date services provided. Every invoice must be accompanied by the appropriate supporting documentation as indicated in Section III., D., Supporting Documentation for Invoice.

D. Supporting Documentation for Invoice

Invoices must be submitted in detail sufficient for a proper preaudit and postaudit thereof. The Contractor shall provide a monthly summary report as an attachment to the monthly invoice. **Invoices will only be approved after receipt of the required invoice supporting documentation.**

Services will be considered complete and certified as payable when the required monthly report for the previous month has been received. In the report is not received, payment for services provided will be withheld until the report is received.

E. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Corizon, Inc.  
105 Westpark Drive, Suite 200  
Brentwood, Tennessee 37027

F. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

G. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

H. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

I. Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

J. Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB, RFP, or ITN specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

K. Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end

date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

L. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

M. Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this Contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting, Direct Deposit Section at [http://www.myfloridacfo.com/aadir/direct\\_deposit\\_web/index.htm](http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm) or by phone at (850) 413-5517.

N. Subcontract Approval

As stipulated in Section VII., M., Subcontracts: No payments shall be made to the Contractor until all subcontracts have been approved, in writing by the Department.

**IV. CONTRACT MANAGEMENT**

A. Department's Contract Manager

The Contract Manager for this Contract will be:

David Randall, OMC Manager – Health Services Operations  
Office of Health Services-Administration  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3279  
Fax: (850) 922-6015  
Email: [Randall.David@mail.dc.state.fl.us](mailto:Randall.David@mail.dc.state.fl.us)

The Contract Manager will perform the following functions:

1. maintain a contract management file;
2. serve as the liaison between the Department and the Contractor;
3. evaluate the Contractor's performance;
4. direct the Contract Administrator to process all amendments, renewals, and termination of this Contract; and
5. evaluate Contractor performance upon completion of the overall Contract; this evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to designated Department staff:

1. verify receipt of deliverables from the Contractor;
2. monitor the Contractor's performance; and
3. review, verify, and approve invoices from the Contractor.

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Contract Management and Monitoring  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3961  
Fax: (850) 488-7189

The Contract Administrator will perform the following functions:

1. maintain the Contract administration file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain official records of formal correspondence between the Department and the Contractor.

C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

JM Courtney, Sr. Vice President State Corrections  
Corizon, Inc.  
12647 Olive Boulevard  
St. Louis, Missouri 63141  
Telephone: (314) 919-9103  
Fax: (314) 919-8908  
Email: [JM.Courtney@CorizonHealth.com](mailto:JM.Courtney@CorizonHealth.com)

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in both the Contract Manager's and Contract Administrator's files. The Contract Manager shall be responsible for ensuring that copies are provided to the Contract Administrator.

V. **CONTRACT MODIFICATION**

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section II., W., 2., Add/Delete Institutions/Facilities for Services; Section III., C., Submission of Invoice(s); Section III., D., Supporting Documentation for Invoice; and Section IV., Contract Management, shall be valid only through execution of a formal Contract amendment. If cost

increases occur as a result of any modification of the Contract, in no event may such increases result in the total compensation paid under the Contract exceeding the amount appropriated for this project.

A. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

All changes will be conducted in a professional manner utilizing best industry practices. The Department expects changes to be made timely and within the prices proposed.

B. Other Requested Changes

In addition to changes pursuant to Section V., A., State or Federal laws, rules and regulations or Department, rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Assistant Secretary of Health Services shall determine what the resultant change in compensation should be, based upon the changes made to the scope of services.

**VI. TERMINATION**

A. Termination at Will

This Contract may be terminated by the Department upon no less than ninety (90) calendar days' notice, without cause, or by the Contractor upon no less than 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.

B. Termination Because of Lack of Funds

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

C. Termination for Cause

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

D. Termination for Unauthorized Employment

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

**VII. CONDITIONS**

A. Records

1. Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with this Contract. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

2. Audit Records

a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage

media) pertaining to this Contract for a period of seven (7) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative, or the address listed in Section III., E., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. State Objectives

Within thirty (30) calendar days following award of the Contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this Contract.

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Procurement and Supply, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified in this Contract.)

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

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this Contract. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this Contract.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

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

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

2. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.
3. **Products Available from the Blind or Other Handicapped (RESPECT):** The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

If applicable, the Contractor shall submit a plan describing how it will address the use of RESPECT in offering the items bid.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

If applicable, the Contractor shall submit a plan describing how it will address the use of PRIDE in offering the items bid.

C. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials, which are the subject of or are required to carry out this Contract, shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes.

D. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Corizon, Inc., and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

E. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

F. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in the performance of this Contract.

G. Americans with Disabilities Act

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

H. Contractors Acting as an Agent of the State

In the Contractor's performance of its duties and responsibilities under this Contract, the Contractor shall, at all times, act and perform as an agent of the Department, but not as an employee of the Department. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or joint venture between the parties.

I. Indemnification for Contractors Acting as an Agent of the State

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

agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act, up to the limits of liability set forth in Section 768.28, Florida Statutes.

J. Contractor's Insurance for Contractors Acting as an Agent of the State

The Contractor warrants that it is and shall remain for the term of this Contract, in compliance with the financial responsibility requirements of Section 458.320, Florida Statutes, and is not entitled to, and shall not claim, any exemption from such requirements. The Contractor also warrants that funds held under Section 458.320, Florida Statutes, are available to pay claims against the State in accordance with Section VII., I., Indemnification for Contractors Acting as an Agent of the State.

The Contractor agrees to provide adequate liability insurance coverage to the extent of liability under Section 768.28, Florida Statutes, on a comprehensive basis and to hold such liability insurance at all times during the existence of this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification supporting such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

K. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary for Health Services. The Assistant Secretary for Health Services or designee shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator.

L. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this 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 Contractor under this Contract. All computer programs and other documentation produced

as part of this 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 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

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

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

M. Subcontracts

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 of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

N. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The

Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

O. Force Majeure

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

P. Substitution of Key Personnel

In the event the Contractor desires to substitute any key personnel, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

Q. Severability

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

R. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section IV., Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., Contractor's Representative, which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

T. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent, or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. 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 Contractor 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 Contract.

U. Department of State Licensing Requirements

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

V. MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003 shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

W. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

X. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity, and may not transact business with any public entity.

Y. Scrutinized Companies List

Pursuant to Chapter 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

In executing this contract and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Z. Governing Law and Venue

This Contract is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

AA. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

BB. Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8) and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of this Contract, which includes and incorporates **Attachment #1**, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

CC. Reservation of Rights

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

DD. 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), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

EE. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of twenty-seven million dollars (\$27,000,000.00) 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. In addition, an irrevocable direct draw letter of credit in the amount of \$27,000,000 for the benefit of the Department, and from a financial institution acceptable to the Department, may also be used. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of this Contract. 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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Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and any attachments or exhibits if included, and RFP #11-DC-8324 and the Contractor's response to RFP #11-DC-8324, contain all the terms and conditions agreed upon by the parties. In the event of any conflict in language among these documents, the Department's Contract and current policies and procedures will govern.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:  
CORIZON, INC.**

SIGNED BY: [Signature]  
NAME: Richard H. Harts  
TITLE: Chief Executive Officer  
DATE: 10/12/12  
FEID #: 431281312

**FLORIDA DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED BY: [Signature]  
NAME: Kenneth S. Tucker  
TITLE: Secretary  
Department of Corrections  
DATE: 10/15/12

SIGNED BY: [Signature]  
NAME: Jennifer A. Parker  
TITLE: General Counsel  
Department of Corrections  
DATE: 10/11/12

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and Corizon, Inc. ("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 offenders 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.

CONTRACT AMENDMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS  
AND  
CORIZON, INC.

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Corizon, Inc. (“Contractor”) to provide Comprehensive Healthcare Services to the Department’s inmates in Regions I, II, and the following institutions in Region III: Avon Park CI, Central Florida Reception Center (CFRC), Hernando CI, Lake CI, Polk CI, Sumter CI, and Zephyrhills CI, and their assigned satellite facilities, including annexes, work camps, road prisons and work release centers.

This Amendment:

- Revises Section entitled “WITNESSETH”, third paragraph;
- Revises Section I., A., Contract Term;
- Revises Section II., B., 19., Off-Site Transportation; and
- Revises Section III. A., 2., CPI Adjustments.

Original contract period:

October 1, 2012 through September 30, 2017

In accordance with Section V., CONTRACT MODIFICATION; the following changes are hereby made:

1. Section entitled “WITNESSETH”, third paragraph, is hereby revised to read:

Whereas, this Contract is entered into pursuant to RFP# 11-DC-8324, authorized pursuant to Section 287.057 (1)(b), Florida Statutes, and funded in Line Item 784, General Appropriations Act 2012, and Line Item 707, General Appropriations Act, 2013; and

Whereas, this Contract was the subject of a Petition for Quo Warranto in the case of Florida Public Employees Council 79, et. al. vs. Kenneth S. Tucker, in his capacity as Secretary of the Florida Department of Corrections, et. al., 2<sup>nd</sup> Circuit Court, Leon County Florida, Case No. 2012-CA-3119, from the date of September 27, 2012 until resolved by an appellate decision on June 5, 2013, which included an injunction between December 4, 2012 and June 5, 2013, and for the duration of that time frame the parties mutually ceased performance of the Contract; and

2. Section I., A., Contract Term, is hereby revised to read:

I. A. Contract Term

This Contract shall begin on October 1, 2012, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on June 30, 2018. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its initial term.

3. Section II. B., 19., Off-Site Transportation, is hereby revised to read:

II. B. 19. Off-Site Transportation

To keep security staff overtime to a minimum for health care related transports, the Contractor is required to establish off-site services as conveniently located to the institutions as possible. Some off-site specialty visits are unavoidable and not controllable by the Contractor. Except for radiotherapy services, the Contractor shall be required to pay the sum of \$250.00 per inmate per round trip over 50 miles for every trip made. However, for the first thirty (30) days of service at each facility, the Department will waive the \$250.00 charge for those specialty consults or surgeries scheduled by the Department prior to the transition date and deemed medically necessary by the Department's Utilization Management staff. Mileage shall be calculated door-to-door from institution to the appointment site and back to the institution, taking the most direct route using an acceptable mapping application. Inmate transfers/movements and/or referrals between institutions for security and/or health related needs directed by the Department are not applicable to this issue.

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

When inmates experiencing emergent or urgent health problems are brought to the attention of institution personnel, health care personnel must be prepared to address them immediately. This response may consist of permitting the patient to report or be escorted to the health services unit/infirmery for evaluation, or sending health services personnel to the patient's location. The Contractor must plan in advance for the management of emergency services, and must maintain an "open" system capable of responding to emergency circumstances as they occur.

Contract employees shall not provide personal transportation services to inmates.

In addition, inmate transfers/movement and/or referrals between other institutions and RMC hospital or designated secure hospital units will not be subject to the \$250 off-site transportation fee.

4. Section III. A., 2., CPI Adjustments, is hereby revised to read:

III. A. 2. CPI Adjustments

The Department will allow for changes to the per diem based on increases or decreases in the medical consumer price index (CPI) for services, adjusted for geographic region, subject to legislative approval and appropriation. If the adjusted medical services CPI increases, the vendor(s) may submit a written request for an increase to the per diem prior to September 1 of each year. However, the amount of the increase may not exceed the adjusted medical services CPI for the 12-month period ended June 30 of the same year. If the medical services CPI decreases, the Department must notify the vendor(s) in writing by September 1 of each year if the Department plans to seek a decrease in the per diem rate. However, the amount of

**CONTRACT #C2757  
AMENDMENT #1**

the decrease may not exceed the adjusted medical services CPI for the 12-month period ended June 30 of the same year. Any requested increase to the health services per diem rates will be reflected in the Department's annual Legislative Budget Request and subject to Legislative approval and appropriation. Any increase to the health services contract will be effective on the date specified in the appropriation. If the appropriation does not specify an effective date, the increase to the health services per diem will be effective on July 1 of the year in which the appropriation is made. Any decrease to the health services per diem rates will be automatically effective at the beginning of the next contract year and will not require legislative approval.

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All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

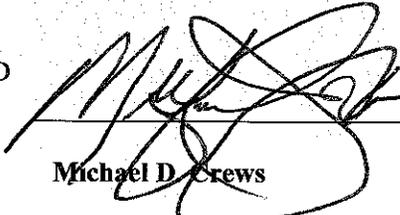
IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:  
CORIZON, INC.**

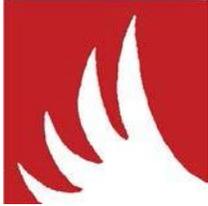
SIGNED BY:   
NAME: Stuart K. Campbell  
TITLE: President + COO  
DATE: 7/1/13  
FEID #: 431281312

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED BY:   
NAME: Michael D. Crews  
TITLE: Secretary  
Department of Corrections  
DATE: 7/1/13

SIGNED BY:   
NAME: Jennifer A. Parker  
TITLE: General Counsel  
Department of Corrections  
DATE: 7/5/13



# Prison Legal News

DEDICATED TO PROTECTING HUMAN RIGHTS

[www.humanrightsdefensecenter.org](http://www.humanrightsdefensecenter.org)

[www.prisonlegalnews.org](http://www.prisonlegalnews.org)

June 16, 2017

SENT VIA CERTIFIED MAIL  
NO. 70150640000675860810

Corizon  
Attn: Corizon Health Corporate Office  
103 Powell Court  
Brentwood, TN 37027

**RE: Florida Public Records Act Request**

Dear Sir or Madam:

I am the editor of Prison Legal News (PLN). PLN is a nationally-distributed monthly news magazine that reports on criminal justice and corrections-related issues, and a project of the Human Rights Defense Center, a non-profit organization.

I am contacting you on PLN's behalf and pursuant to Chapter 119, Florida Statutes to request copies of the following public records related to your company's provision of services in all of the state of Florida's detention and/or correctional institutions (including jails, prisons, immigration facilities, etc.).

- 1) I am requesting a copy of the last complaint or amended complaint or written claim for all lawsuits or claims arising in Florida filed against Corizon or any of its subsidiaries (collectively, "Corizon"), in which Corizon paid \$1,000 (one thousand dollars) or more in damages and/or attorney fees to the claimant, plaintiff or petitioner. The requested records should include the names of the parties, the court filed in (if any), identifying court and case number, and the facts alleged therein. I am requesting all such responsive records from January 1, 2011 through and including the date of this request. Additionally, any claims should include matters that were resolved prior to suit being filed in which damages were paid by Corizon as set forth above, and include pre-litigation demand letters.
- 2) I am requesting a copy of all verdict forms, general releases, claim payment forms and/or settlement agreements in which Corizon paid damages and/or attorney fees in each of the cases arising in Florida for which I have requested the complaint or claim as set forth above in request #1. These

## COMPOSITE EXHIBIT B, Page 2 of 16

requested records should indicate the case or claim number, identity of the parties, and amount paid by Corizon to satisfy the judgment, settlement or claim, including attorney fees paid to the plaintiff, petitioner or claimant.

- 3) I am requesting a copy of all Florida state or federal court rulings issuing injunctive or declaratory judgments against Corizon, from January 1, 2011 through and including the date of this request.
- 4) I am requesting a copy of all Florida state or federal court rulings in which a court held Corizon, its counsel or any Corizon employee in contempt of court, and/or issued sanctions against Corizon, its counsel or any Corizon employee, from January 1, 2011 through and including the date of this request.
- 5) I am requesting a copy of all spreadsheets, summaries, lists or similar database print-outs that list all litigation/claims arising in Florida and concluded against Corizon resulting in the payment of monetary damages, sanctions and/or attorney fees of \$1,000 or more, from January 1, 2011 through and including the date of this request. These requested records should include the name of the parties, name and location of the court, case number, amount paid, and the type of claim where available.

I request that the above-described public records be provided to me in electronic format if they exist in electronic format, pursuant to Section 119.07(2)(a), Florida Statutes. PLN prefers that each document be made a part of one PDF file and placed on a CD or DVD. In the event that such documents are only available in hard copy format, I request an opportunity to inspect and copy the specific public records I select from the records identified above. To facilitate this, please provide me with the type of format, and the cost in advance for responding to this request.

Section 119.07(1)(d), Florida Statutes provides that “a person who has custody of a public record who asserts that an exemption applies to a part of such record shall redact that portion of the record to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and copying.” Section 119.07(1)(e) provides that “if the person who has custody of a public record contends that all or part of the record is exempt from inspection and copying, he or she shall state the basis of the exemption that he or she contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute.”

Accordingly, I request that you state in writing the statutory citation to any exemption, which you claim applicable to any requested record, and the specific reasons for a conclusion that the requested record is exempt. I also request that you redact only that specified portion the document or record you deem exempt under the aforementioned statutory authority, rather than withholding the entire document or record from disclosure. Furthermore, if you claim that any of the requested records are not a public record, or if you claim a privilege not to disclose any record, please describe the record(s) being withheld and state the basis for your claim of privilege or confidentiality. Please produce all

public records for which you do not claim an exemption or privilege, as the above requests are segregable.

PLN is a news media project of the Human Rights Defense Center, a non-profit organization. The records I am requesting are not for any profit-related or commercial purpose. Should there be any fees incurred related to the production of the public records I am requesting, I request a waiver of such fees.

Please note that your failure to respond to this letter by July 17, 2017 will be considered a denial of my public records request, and I will duly take appropriate action. If you need additional time in which to produce the requested records, please advise me in writing so that I may consider your request for an extension of time.

Thank you for your time and attention in this matter. If you have any questions or require additional information, please contact me at [pwright@prisonlegalnews.org](mailto:pwright@prisonlegalnews.org) or at (561) 360-2523.

I look forward to your reply.

Sincerely,

A handwritten signature in blue ink, appearing to be 'P. Wright', written over a light blue rectangular background.

Paul Wright Editor, PLN  
Executive Director, HRDC

PW/mm



# Human Rights Defense Center

DEDICATED TO PROTECTING HUMAN RIGHTS

April 16, 2018

Public Records Custodian  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Email: [co.publicrecords@fdc.myflorida.com](mailto:co.publicrecords@fdc.myflorida.com)

VIA CERTIFIED MAIL NO.: 70140150000229191547

Dear Sir or Madam:

**NOTICE OF NON-COMPLIANCE WITH PUBLIC RECORDS REQUEST  
PURSUANT TO FLORIDA STATUTES § 119.0701(4)**

This letter serves as notice of the Florida Department of Corrections (“FDOC’s”) erstwhile-medical services contractor Corizon Health’s non-compliance with a public records request.

On or about June 16, 2017, the Human Rights Defense Center (“HRDC”), through its publishing project Prison Legal News (“PLN”), requested certain public records from Corizon. In summary, we requested, for the time period January 1, 2011 – June 16, 2017, for all instances when Corizon paid out \$1,000 or more, records sufficient to show:

1. The name of all parties involved;
2. the date of resolution;
3. the amount of money paid to resolve the claim;
4. the person or entity to whom the money was paid;
5. for those Relevant Claims that did not result in litigation:
  - a. the claim form or other document that describes the claim; and
  - b. the final agreement resolving the claim; and
6. for those Relevant Claims that resulted in litigation:
  - a. the docket number;

- b. the jurisdiction in which the action was brought (e.g., US District Court for the Northern District of Florida, Florida Circuit Court, etc.);
  - c. the complaint and any amendments thereof; and
  - d. the verdict form, final judgment, settlement agreement, consent decree, or other document that resolved the case; and
7. regardless of amount of money paid out, all injunctions, declaratory rulings, or contempt orders issued against Corizon or its employees or lawyers by Florida federal or state courts.

A copy of the request is attached hereto. Corizon has to date produced no responsive documents.

HDRC reiterates its requests for these records and considers Corizon's failure to produce these records unlawful. Unless Corizon responds to this public records request on or before **April 27, 2018**, the Human Rights Defense Center will be filing a Complaint and Petition for Writ of Mandamus pursuant to Florida Law.

If Corizon claims that any of the requested records, or portions thereof, are exempt from disclosure, please identify the basis for this claim by citing by number the statutory exemption you contend is applicable and providing a written statement of the particular reasons for the conclusion that the record is exempt. FLA. STAT. § 119.07(1)(e), (f). Additionally, to the extent Corizon withholds any portion of a record based on a claimed exemption, please provide the remainder of the record in redacted form as required by law. *Id.* at § 119.07(1)(d). Should there be any fees incurred related to the production of the requested public records, we request a waiver of such fees.

Please govern yourselves accordingly.

Very Truly Yours,  
HUMAN RIGHTS DEFENSE CENTER



By: Sabarish P. Neelakanta  
General Counsel

SPN:mm  
Enclosures  
cc: Corizon Health, Inc.  
Gregg A. Toomey, Esq.



2101 Vista Parkway, Suite 4006, West Palm Beach, FL 33411 • 561.429.3619

June 13, 2018

**VIA CERTIFIED MAIL**

Corizon Health, Inc.  
C/O CT Corporation System  
1200 S. Pine Island Road  
Plantation, FL 33324

Gregg A. Toomey, Esq.  
The Toomey Law Firm  
1625 Hendry Street, Ste. 203  
Ft. Myers, FL 33901

Re: HRDC's Public Records Request

Dear Corizon Corporate Representative,

Shullman Fugate PLLC serves as outside litigation counsel to the Human Rights Defense Center and Prison Legal News (collectively "HRDC"). HRDC has asked me to contact you regarding its public records request on June 16, 2017, concerning litigation payments of \$1,000 or more made by Corizon Health, Inc.'s ("Corizon") in connection with its services to the Florida Department of Corrections ("FDOC") from January 1, 2011 through June 16, 2017.<sup>1</sup>

Pursuant to Section 119.12, Florida Statutes, this correspondence serves as further and continued notice of HRDC's written request under Florida's Public Records Act. The request specifically included the following documents:

- Copies of complaints and/or claims made against Corizon including, but not limited to, complaints made in state or federal court, claims and/or claim forms served by licensing bodies, complaints made by state agencies such as the Florida Department of Health, complaints made by the FDOC, complaints made by employees, vendors, and/or inmates, and any lists containing such claims; and

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<sup>1</sup> It has come to our attention that Corizon's contract with the FDOC began in October 1, 2012 and terminated sometime in 2016. Thus, we understand that documents may be limited to this period but should nevertheless be retained and made available for inspection. § 119.021, Fla. Stat. (explaining requirement for maintenance, preservation, and retention of public records).

Corizon Corporate Representative

June 13, 2018

Page 2 of 3

- Copies of the final disposition in the above-referenced matters including, but not limited to, final orders, injunctions, declaratory rulings, contempt orders, judgments, verdict forms, and settlement agreements.

To date, Corizon has not produced any documents responsive to these requests. Instead, Corizon has taken the position that the requests are “vague,” and the records are either exempt pursuant to a statute or a confidentiality provision. *See* Correspondence from Corizon dated July 17, 2017, attached as Exhibit A. However, Corizon’s response was itself vague and failed to specify the statutory basis for its claimed exemption. *See* § 119.07(1)(e), (f), Fla. Stat. (requiring agencies to identify the basis for the exemption by citing by number the statutory exemption that is applicable and providing a written statement of the particular reasons for the conclusion that the record is exempt). In fact, HRDC responded to Corizon’s correspondence on August 10, 2017, requesting Corizon clarify its position as to the statutory provision it based its exemption on. *See* Correspondence from HRDC dated August 10, 2017, attached as Exhibit B. On August 23, 2017, Corizon appeared to abandon its exemption argument and instead responded by seeking clarification as to the requests sought. *See* Correspondence between Corizon and HRDC dated August 23, 2017, attached as composite Exhibit C. Even after receiving such clarification, Corizon has failed to respond to the public records request and has utterly failed to respond to HRDC’s most recent correspondence in April 2018. Corizon cannot shirk its responsibility to produce the requested records by using evasive tactics. Under Florida’s Public Records Act (“the Act”), Corizon’s systemic delay in providing the requested records is unlawful.

The Public Records Act is clear that records must be turned over upon demand. Florida’s “fundamental [access] policy in essence places all government records on the table for open inspection by all.” *Tribune Co. v. Cannella*, 458 So. 2d 1075, 1077 (Fla. 1984); *see also Michel v. Douglas*, 464 So. 2d 545, 546 n.2 (Fla. 1985). The Florida Supreme Court has stressed that the only delay in producing records pursuant to the Act “is the limited reasonable time allowed the custodian to retrieve the record and delete those portions of the record the custodian asserts are exempt.” *Cannella*, 458 So. 2d at 1078. Thus, although there is no fixed time frame for complying with public records requests, unreasonable and excessive delays in producing records constitute an unlawful refusal to provide access to public records. *See, e.g., Town of Manalapan v. Rechler*, 674 So. 2d 789, 790 (Fla. 4th DCA 1996); *see also Cannella*, 458 So. 2d at 1077. Corizon appears to be evading compliance with the Act by employing delaying tactics, and Corizon’s nearly one-year delay in producing records responsive to HRDC’s requests is itself unlawful.

Corizon Corporate Representative

June 13, 2018

Page 3 of 3

In short, HRDC strongly believes in its right of access to public records and is prepared to protect that right. However, we are still hopeful that this matter may be resolved amicably and without the need of litigation. Therefore, we ask that you immediately provide all records responsive to HRDC's request.

We look forward to your most urgent response.

Sincerely,

Shullman Fugate PLLC

A handwritten signature in blue ink that reads "Deanna K. Shullman". The signature is written in a cursive, flowing style.

Deanna K. Shullman

dshullman@shullmanfugate.com



## THE TOOMEY LAW FIRM

The Old Robb & Stucky Building  
1625 Hendry St., Suite 203, Ft. Myers, Florida 33901  
Telephone: 239.337.1630 / Facsimile: 239.337.0307  
[www.thetoomeylawfirm.com](http://www.thetoomeylawfirm.com)

Reply to: [gat@thetoomeylawfirm.com](mailto:gat@thetoomeylawfirm.com)  
Direct Line: 239.337.0103  
July 17, 2017

Paul Wright  
Prison Legal News  
PO Box 1151  
Lake Worth, FL 33460

RE: June 16, 2017 Prison Legal News Florida Public Records Act Request directed to  
Corizon Health Corporate Office

Dear Mr. Wright:

This office represents Corizon, LLC. I am in receipt of your recent public records request. Because your requests are generally vague, I cannot provide you with responses unless you provide me with additional information.

In your first request, you seek all complaints regarding all lawsuits in which Corizon paid \$1,000 or more. Complaints can be in many forms. There are complaints filed in court, complaints served by licensing bodies, complaints by the Florida Department of Health. Some complaints filed in court, including employee claims of discrimination, are exempt by statute. Other complaints, such as those brought by licensing bodies are confidential by statute unless there is a finding of fault. Additionally, all Corizon settlement agreements in Florida contain a confidentiality provision, which makes them exempt from disclosure. While a state agency cannot include confidentiality provisions in their settlement agreements, contractors can. The same problem exists with respect to your second and fifth requests. Additionally, your fifth request is subject to Corizon's risk management privilege.

There are no documents responsive to your request numbers 3 and 4.

Very truly yours,

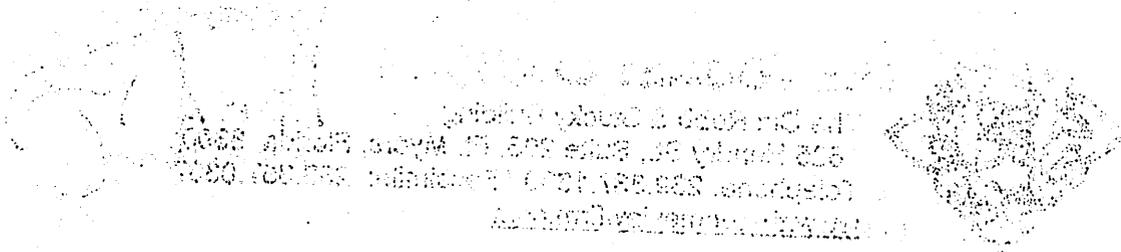
A handwritten signature in blue ink, appearing to read 'Gregg A. Toomey', is written over the typed name. The signature is stylized and somewhat cursive.

Gregg A. Toomey

GAT/hms  
Cc: Corizon

Faint, illegible text at the top of the page, possibly a header or title.

Main body of faint, illegible text, separated by horizontal lines. The text is too light to read accurately.





**THE TOOMEY LAW FIRM**  
The Old Robb & Stucky Building  
162 Hendry St., Suite 203  
Fort Myers, FL 33901

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COMPOSITE EXHIBIT B, Page 11 of 16

Paul Wright Editor, PLN  
Executive Director, HRDC  
Prison Legal News  
PO Box 1151  
Lake Worth, FL 33460



EXHIBIT A, Page 3 of 3



# Prison Legal News

DEDICATED TO PROTECTING HUMAN RIGHTS

[www.humanrightsdefensecenter.org](http://www.humanrightsdefensecenter.org)

[www.prisonlegalnews.org](http://www.prisonlegalnews.org)

August 10, 2017

Corizon Health, Inc.  
C/O CT Corporation System  
1200 S. Pine Island Road  
Plantation, Florida 33324

VIA CERTIFIED MAIL NO: 70160910000180703232

The Toomey Law Firm  
The Old Robb & Stucky Building  
1625 Hendry Street, Suite 203  
Fort Myers, Florida 33901  
Email: [gat@thetoomeylawfirm.com](mailto:gat@thetoomeylawfirm.com)

VIA CERTIFIED MAIL NO: 70160910000180703249

Public Records Custodian  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Email: [co.publicrecords@fdc.myflorida.com](mailto:co.publicrecords@fdc.myflorida.com)

VIA CERTIFIED MAIL NO: 70160910000180703294

**RE: Reply to Corizon's Response to PLN's Request and Notice Pursuant to Florida Statutes § 119.0701**

Dear Mr. Toomey:

We are in receipt of your response dated July 17, 2017, on behalf of Corizon, to Prison Legal News ("PLN's") Public Records Act request, dated June 16, 2017. Both PLN's request and your response are enclosed herein for reference. For the foregoing reasons, your response to PLN's request is insufficient and does not comport with Florida Law. As a result, unless Corizon immediately provides PLN with an opportunity to inspect and/or copy the requested records pursuant to Chapter 119 of the Florida Statutes, PLN will seek judicial intervention in accordance with Fla. Stat. § 119.0701.

Contrary to your assertion, PLN's requests to Corizon are not "generally vague." PLN's request made clear that it is requesting "*all lawsuits or claims arising in Florida filed against Corizon or any of its subsidiaries...*" (Emphasis added). The request contemplates that Corizon will provide any and all forms of complaints and claims fitting this description. In addition, to the extent Corizon asserts that employee discrimination claims, complaints brought by licensing bodies and by the

Florida Department of Health, and other types of claims are exempted or considered confidential by statute, Corizon has an obligation under Fla. Stat. § 119.07(1)(e) to “state the basis of the exception that [it] contends is applicable to the record, *including the statutory citation to an exemption created or afforded by statute.*” (Emphasis added). Corizon has provided no such basis or statutory citation. PLN refutes all of Corizon’s claims of confidentiality put forth in your response, as well as Corizon’s claim that PLN’s fifth request is subject to the risk management privilege. Moreover, regardless of the exemptions indicated in your response, Corizon is mandated under Fla. Stat. § 119.07(1)(d) to redact the portions of any record to which the asserted exemptions apply and “produce the remainder of such record for inspection and copying.”

Given the above deficiencies, PLN feels that Corizon’s response has not been in good faith as it has not made reasonable efforts to provide PLN with *any* records responsive to the request, as required by Fla. Stat. § 119.07(1)(c). Accordingly, this correspondence serves as notice to Florida’s Department of Corrections (FDOC) of PLN’s request under Fla. Stat. § 119.0701(3)(a) and notice under Fla. Stat. § 119.0701(4)(a)(2) of Corizon’s failure to comply with PLN’s request and PLN’s intent to file an action on or after August 23, 2017.

Please advise your client accordingly.

Sincerely,



Paul Wright Editor, PLN  
Executive Director, HRDC

PW/mm

Enclosures

Cc: FDOC Communications Office - [PublicAffairs@fdc.myflorida.com](mailto:PublicAffairs@fdc.myflorida.com)

**Masimba Mutamba**

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**From:** Paul Wright  
**Sent:** Wednesday, August 23, 2017 6:20 PM  
**To:** Heidi Szolga  
**Cc:** Gregg A. Toomey; Andrea L. Rousseau  
**Subject:** RE: FL Public Records Act Request to Corizon Health Corporate Office

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

Hi Mr. Toomey,

Thanks for your letter of August 23, 2017, regarding my PRA request.

I am seeking litigation payment documents related to ALL litigation and claims involving Corizon. This includes litigation and claims by prisoners, contractors, employees, vendors, etc.

If there is anything else unclear about the request please advise. I will note I have submitted the same request over the years to multiple agencies and companies and until now no one has had difficulty construing it.

**Paul Wright**  
**Human Rights Defense Center, Director**  
**Prison Legal News, Editor**  
**P.O. Box 1151**  
**Lake Worth, FL 33460**  
**Tel: (561) 360-2523**  
**Fax: (866) 735-7136**

[pwright@prisonlegalnews.org](mailto:pwright@prisonlegalnews.org)  
[www.prisonlegalnews.org](http://www.prisonlegalnews.org)  
[www.humanrightsdefensecenter.org](http://www.humanrightsdefensecenter.org)

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**From:** Heidi Szolga [mailto:hms@thetoomeylawfirm.com]  
**Sent:** Wednesday, August 23, 2017 3:47 PM  
**To:** Paul Wright <pwright@prisonlegalnews.org>  
**Cc:** Gregg A. Toomey <gat@thetoomeylawfirm.com>; Andrea L. Rousseau <alr@thetoomeylawfirm.com>  
**Subject:** FL Public Records Act Request to Corizon Health Corporate Office

Mr. Wright:

Attached please find correspondence on the above matter. Please contact our office should you have any questions.  
Thank you,

*Heidi*

Heidi M. Szolga, Legal Assistant  
The Toomey Law Firm  
Main: (239) 337-1630

Fax: (239) 337-0307

Email: [hms@thetoomeylawfirm.com](mailto:hms@thetoomeylawfirm.com)



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## THE TOOMEY LAW FIRM

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Reply to: [gat@thetoomeylawfirm.com](mailto:gat@thetoomeylawfirm.com)  
Direct Line: 239.337.0103  
August 23, 2017

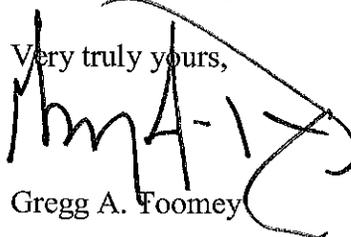
**Via Email: [pwright@prisonlegalnews.org](mailto:pwright@prisonlegalnews.org)**

Paul Wright  
Prison Legal News  
PO Box 1151  
Lake Worth, FL 33460

RE: June 16, 2017 Prison Legal News Florida Public Records Act Request directed to  
Corizon Health Corporate Office

Dear Mr. Wright:

I am in receipt of your recent correspondence regarding the public records request you sent to my client. I am still not sure I understand the context of your first four requests. Please confirm that you are seeking documents related only to lawsuits brought by detainees or inmates.

Very truly yours,  
  
Gregg A. Toomey

GAT/hms